

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that an Adjourned meeting of the City Council will be held on Monday, March 26, 2012, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

ROLL CALL

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

Resolution No. 1 - Approving the 2012 – 2014 Collective Bargaining Agreement
Between the City of Watertown and the Watertown Police
Benevolent Association

DISCUSSION ITEMS

1. Draft Agreement, Watertown Wizards, Inc.
2. Parks and Recreation Fees and Contract Documents
3. Fees for the City Clerk's Office

STAFF REPORTS

1. Advantage Watertown, Local Waterfront Revitalization
Program and Quality Communities Grant Documents

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss the employment history of particular individuals.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
APRIL 2, 2012.**

March 22, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving the 2012-2014 Collective Bargaining Agreement
Between the City of Watertown and the Watertown
Police Benevolent Association

Negotiations have concluded between the City of Watertown and the Watertown Police Benevolent Association, for a successor contract to that which expires on June 30, 2012. The PBA negotiating team presented the proposed Contract to their membership for a vote on Tuesday, March 20, 2012. PBA President Jerry Golden has notified me that the membership has ratified the Contract. The principal changes to the expiring Contract are listed below:

1. Term - Two year contract effective July 1, 2012- June 30, 2014
2. Wages Increase – 2.0% effective July 1, 2012, 2.0% effective July 1, 2013, for Police Officers, Detectives and Sergeants. Flat increases for Lieutenants of \$685 effective July 1, 2012 and \$693 effective July 1, 2013.
3. \$100 increase in longevity pay and increase of \$1,000 per year for I.D. Technicians.
4. Field Training Officer stipend increase from \$.50 per hour to \$1.00 per hour.
5. Increase in Health Insurance Premium Co-pays.
6. Increase in Prescription Co-pays.
7. Agreement to form Joint Committee to look at 12-hour shift schedules. The parties further agree that if they are unable to reach an agreement regarding 12-hour shifts and/or the terms and conditions of employment related to 12-hour shifts within six months of the date of signing this Agreement, neither party has the right to mediation or arbitration on this issue.

A resolution approving the terms of the Agreement has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the 2012-2014 Collective Bargaining Agreement Between the City of Watertown and the Watertown Police Benevolent Association

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

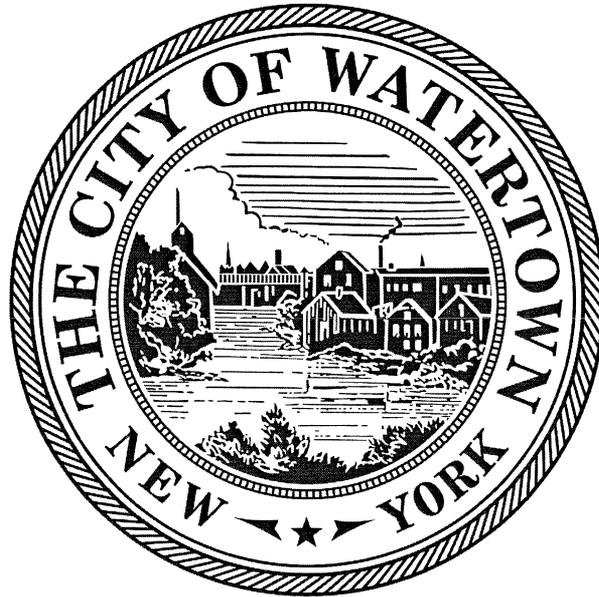
WHEREAS the 2009-2012 Employment Contract between the City of Watertown and the Watertown Police Benevolent Association, expires on June 30, 2012, and

WHEREAS negotiations have been concluded on a successor Contract,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Collective Bargaining Agreement between the City of Watertown and the Watertown Police Benevolent Association, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor, Jeffrey E. Graham, and City Manager Mary M. Corriveau are hereby authorized and directed to execute the Agreement on behalf of the City.

Seconded by



2012-2014

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WATERTOWN

AND

**THE WATERTOWN POLICE BENEVOLENT
ASSOCIATION, INC.**

WATERTOWN, NEW YORK

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2012-2014 CONTRACT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN POLICE BENEVOLENT ASSOCIATION, INC.

WATERTOWN, NEW YORK

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employment Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees; and

WHEREAS, the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, after determining the Watertown Police Benevolent Association, Inc. met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Police Benevolent Association, Inc. by adopting a resolution to this effect on January 8, 1968; and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures and a contract has been evolved:

RESOLVED, that the City Council of Watertown, New York on behalf of the City of Watertown, New York hereinafter referred to as the "City", and the Watertown Police Benevolent Association, Inc., hereinafter referred to as the "Association", enter into this agreement the ____ day of December, 2009, as follows:

ARTICLE 1 - RECOGNITION

Effective upon the date of execution of this Agreement, the City recognizes the Association as the sole and exclusive representative of all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

SECTION 1. The City recognizes that the Association represents a common community of interest among its membership.

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions; however, after a one-month period of open change just prior to the new contract year, there will be no dues change permitted during the contract year. If there is a change, the Association will bear the expense of the program change.

SECTION 3. Effective upon the date of execution of this Agreement, the City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

SECTION 4. The Association shall be entitled to have deducted from the wages or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed ninety percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association, less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 5. Notwithstanding any other provision, Sections 3 and 4 of Article 2 shall only apply to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

SECTION 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

SECTION 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist or participate in such a strike.

SECTION 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of its membership in the Association or by reason of holding office in the Association.

SECTION 9. No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State law now applicable to employees who are members of the Association.

SECTION 10. Effective upon the date of execution of this Agreement, notwithstanding any other provision, this contract shall not apply to the Police Chief and the Police Captain who are management's representatives in the Police Department.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this agreement shall be for the period July 1, 2012 through June 30, 2014.

SECTION 2. This agreement shall cover all terms and conditions of employment as defined in the New York State Public Employees Fair Employment Act.

ARTICLE 4 - COMPENSATION

SECTION 1.

A. The City shall continue to provide a separate Police Pay Plan as established by resolution of the City Council adopted June 18, 1973. The rate of compensation for the positions of Police Officer, Police Detective, Police Sergeant, and Police Lieutenant, shall be as provided in the attached Schedules A and B.

Schedule A reflects a two percent (2.0%) pay increase in the grades and steps for Police Officers, Detectives and Sergeants in the Police Pay Plan applicable as of July 1, 2011. Schedule A reflects an across the board increase of \$685 in the pay for the grade and steps for the position of Lieutenant in the Police Pay Plan applicable as of July 1, 2011.

Schedule B reflects a two percent (2.0%) pay increase in the grades and steps for Police Officers, Detectives and Sergeants in the Police Pay Plan applicable as of July 1, 2012. Schedule B reflects an increase of \$693 in the pay for the grade and steps for the position of Lieutenant in the Police Pay Plan applicable as of July 1, 2012.

B. In addition to the Pay Plan described in "A" above, the City agrees to continue a longevity payment plan in the following amounts:

1. Beginning at the end of six years of service in the Police Department, a payment of \$350.00.
2. Beginning at the end of twelve years of service in the Police Department, a payment of \$700.00.
3. Beginning at the end of eighteen years of service in the Police Department, a payment of \$1,050.00.

Payments for longevity became effective July 1, 1985. Amounts paid under the longevity plan shall be in addition to the regular salary and shall not be used in determining the hourly rate of pay. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

B. For employees hired after July 1, 1994:

1. Effective on July 1, 1998, starting salary shall be \$ 26,250, per annum;
2. Effective upon completion of the Police Academy, the salary rate shall be \$ 27,442, per annum; provided however, that employees who are hired after having already completed Police Academy Training shall be paid at the rate of \$27,442 per annum, and shall be credited with their Police Academy Training as if they had been City employees during same.

3. After their first year of employment, officers shall enter the existing wage step scale.
4. Effective July 1, 2001, the negotiated percentage increase as set forth in paragraph A above shall be applied to said schedule, and thereafter.

SECTION 2. As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

SECTION 3.

A. A Police Officer, Sergeant, or Lieutenant assigned to perform duties out of title in rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3 a. of the Rules for Administration of the Police Pay Plan.

B. Assignment under this provision shall, insofar as practical, be made on a monthly shift basis.

C. In those cases of vacation, illness, or emergency conditions, assignment may be for shorter periods.

D. In event of vacation or any absence of more than five days or more than a forty-hour week, assignment under this Section shall be required. In no event will assignment and payment for out-of-rank pay be required for a period of less than five work days or a forty-hour work week. No assignment for out-of-rank pay shall be required for a Sergeant or Lieutenant who is off duty for a period of more than two weeks consecutively.

E. Assignment under this section shall be made by the Police Chief.

SECTION 4. All uniformed members of the Police Department shall be paid their accumulated time, overtime and holiday pay when earned. All members of the bargaining unit shall be paid their overtime in the first paycheck after the first full pay period following submission of their overtime slips.

SECTION 5. Overtime shall be defined as the time commencing after a regular eight-hour shift. However, overtime shall not commence until 15 minutes after the end of the regular shift if the activity engaged in could reasonably have been completed during the regular shift as determined by the supervisor of the shift.

SECTION 6. At retirement a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives a benefit from the State Retirement System outlined under Article 10, Section 4(2) of the Contract, he or she shall not be eligible to receive cash for unused sick leave as described in this Section.

SECTION 7. Any officer who is ordered to return to duty after having completed his/her regular tour of service shall be guaranteed compensation at the rate of time and one-half of his/her regular hourly rate for a minimum period of two (2) hours, effective on June 30, 1992.

SECTION 8. Effective on July 1, 2012, all members of the bargaining unit, assigned to the evening (3:00 p.m. - 11:00 p.m.) or night shift (11:00 p.m. - 7:00 a.m.), shall be guaranteed, and shall receive, line-up pay in the amount of \$1,700.00 per year; all other members of the bargaining unit shall be guaranteed, and shall receive, line-up pay in the amount of \$1,300 per year. Lineup pay is payable on or before December 1st of each year. The parties further agree that pro-ration of the payment of line-up pay may be made if an employee fails to report to line-up for thirty (30) consecutive days.

SECTION 9. Effective July 1, 2001, officers required to carry a pager or other electronic device, and who do not have the option of refusing to a page, shall receive one thousand (\$1,000) dollars per year, to be paid with line-up pay. Effective July 1, 2012, I.D. Technicians shall receive an additional one thousand (\$1,000) dollar per year, to be paid with line-up pay. Said payment will be prorated based on date employee assumes I.D. Technician duties.

SECTION 10. Effective July 1, 2012, Field Training Officers shall receive compensation of one (\$1.00) dollar per hour for each hour that a Field Training Officer works with a recruit.

ARTICLE 5 - WORK DAY AND WORK WEEK

SECTION 1. For Police Officers, the work day shall consist of eight consecutive hours and a work week shall consist of five consecutive work days. A Police Officer's work week shall be scheduled such that the Officer shall receive two (2) consecutive rest days, including during periods of required training. However, this rule of scheduling is modified as follows:

(i) There is no guarantee of two (2) consecutive rest days:

1. At the time of annual shift changes;
2. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations; and
3. When a Police Officer voluntarily requests training.

SECTION 2. All other conditions relating to work day and work week shall be as presently exist except that the time of shift change shall be:

- A-Shift - 11:00 P.M. to 7:00 A.M.
- B-Shift - 7:00 A.M. to 3:00 P.M.
- C-Shift - 3:00 P.M. to 11:00 P.M.

SECTION 3. Except as provided under Paragraph "C" of Section 2 of Article 6, and Article 15, all provisions or allowances for compensatory time shall be eliminated. Officers shall receive overtime pay at the rate of time and one-half in place of compensatory time off, without option. A minimum compensation of two hours for court appearances required by City, County, State or Federal Agencies by subpoena shall be paid at the rate of time and one-half. When an officer reports for court appearances, he or she shall sign in at the Police desk in the Police Department and when he or she leaves, he or she shall sign out at the same location. Payment for his or her time in court shall be computed from this record over the Officer's signature after verification by his or her Supervisory Officer.

Section 4. The parties agree that, within 30 days of the signing of this Agreement, a joint committee will be formed to discuss the feasibility of the implementation of 12-hour shifts

for patrol officers. If the parties reach agreement on the implementation of such 12 hour shifts, either party shall have the unilateral right to end the 12 hour shift schedule within one year of its implementation, in which event the parties shall re-implement the 8 hour shift schedules and all other terms and conditions of employment associated there with that were in effect immediately prior to going to a 12 hour shift. The parties further agree that if they are unable to reach an agreement regarding 12-hour shifts and/or the terms and conditions of employment related to 12-hour shifts within six months of the date of signing this Agreement, neither party has the right to mediation or arbitration on this issue.

ARTICLE 6 - LEAVE

SECTION 1.

A. Annual leave shall continue as presently stated in the existing leave rules of the City as follows:

LEAVE CREDIT	LENGTH OF SERVICE
1 1/2 days for each month of service	1 - 3 years inclusive
1 3/4 days for each month of service	4 - 6 years inclusive
2 days for each month of service	7 - 11 years inclusive
2 1/4 days for each month of service	12 - 17 years inclusive
2 1/2 days for each month of service	18 years or more

B. For those employees hired after July 1, 1994, the annual leave schedule shall be as follows:

LEAVE CREDIT	LENGTH OF SERVICE
10 days	Year 1
10 days	Year 2
12 days	Year 3
12 days	Year 4
15 days	Year 5
18 days	Year 6

Thereafter, the regular contract leave schedule shall apply.

C. The City agrees to amend the Leave Rules to provide up to a ten (10) day carryover of annual leave from calendar year to

calendar year.

D. Sick leave shall continue as presently stated in the existing Leave Rules of the City.

E. Each full-time employee of the Watertown Police Department shall be entitled to take one (1) day of personal leave with pay per year to attend to pressing personal matters. In addition, each full-time employee may convert two vacation days into personal days, each year. Such personal days may be used in either half day or full day increments, as long as the request does not impede the department's ability to fulfill its mission. Personal days will be granted on a first come, first serve basis. Personal days may not be used on July 4th, Thanksgiving or Christmas.

SECTION 2.

A. Holidays shall be granted as presently stated in the Leave Rules of the City. If a holiday falls within an assigned vacation period of a member, he is to be paid for eight additional hours for the holiday.

B. Except as provided under Paragraph "c" of this Section, members shall be paid in cash at double time rate for holiday time and shall not be credited with compensatory time off.

C. Effective January 1, 1986, members shall have the option of taking up a eighty-eight (88) hours in compensatory time off in lieu of cash payments at double time rate for holidays. Such compensatory time must be taken in the calendar year earned and may not be carried over from calendar year to calendar year. Such compensatory time can be used in either daily or hourly increments, provided manpower strength is sufficient and supervisory approval is obtained. At least two weeks prior to January 1st, all members must use the number of holidays from one to eleven for which they elect to receive compensatory time off in lieu of double time rate. Any unused balances of compensatory time existing at the end of the calendar year shall be lost.

SECTION 3. Members of the Association who are designated by the Association to represent it at the yearly State-wide convention and monthly meetings of the Association shall be permitted to do so without charge to leave time provided that no more than three members shall be off duty at any one time and provided that the maximum time off for the year in any combination shall be no more than thirty-two days.

SECTION 4.

A. The City agrees to continue its rules for sick leave to provide that employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated for at least three days must be presented for this provision to effective.

B. The City agrees to amend its Leave Rules to provide three (3) days of bereavement leave per death in the immediate family. "Death in the immediate family" is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, and brother or sister-in-law.

SECTION 5. Vacations will be assigned on a seniority basis. The member must sign up for not less than five days of continuous vacation to hold his place in the vacation or leave roster.

SECTION 6. When time off is given to employees of the Municipal Building and the offices of such building are closed on special occasions, members of the Police Department will be given a credit of equivalent time. This time is to be compiled at the employee's regular hourly rate of pay. Under the provisions of this Section, the special occasion shall not include or apply to the closing of the offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday, or closings due to an emergency situation. The closing of the Municipal Building for emergency situations shall be the sole discretion of the City Manager or his representatives.

ARTICLE 7 - SENIORITY

SECTION 1. Vacation time off shall be governed by seniority. Compensatory time off shall be granted on a first come first serve basis.

SECTION 2. Permanent appointment for Police Officers shall be given in conformity with New York State Civil Service and Training Laws and Regulations of the Watertown Municipal Civil Service Commission, upon satisfactory completion of six months of work from the effective date of the probationary appointment and required schooling under New York State Training Laws for Police

Officers.

SECTION 3. Permanent appointment for Sergeants, and Lieutenants, shall become effective twelve months from the date of probationary appointment.

ARTICLE 8 - GRIEVANCE PROCEDURES

SECTION 1. The City recognizes the Association as the representative of its members to appear in their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

SECTION 2. The City grants the right of representatives of the Association to visit City facilities and to visit and confer with members of the Association for purposes of conferring on conditions, policies and procedures under the Public Employees Fair Employment Act during regular working hours.

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided by the City for that purpose in the Squad Room of the Police Department.

SECTION 4. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

SECTION 5.

A. Grievance Procedures as adopted by resolution of the City Council on September 30, 1963, shall be applicable to the handling of grievances under its conditions and terms as set forth in that resolution as modified by this Agreement in Paragraph "B" of this Section. A copy of this resolution and procedures is attached and made a part of this agreement.

B. The Grievance Procedure as adopted by the resolution of the City Council on September 30, 1963 is modified by the deletion of Section 4 and the substitution of the following: In the event of a disagreement between a unit employee and the City, or between the Association and the City, as to the interpretation or

performance of the express terms of this Agreement, or as to the benefits provided thereunder, said disagreement, unless specifically excluded by this Agreement, shall be resolved in accordance with the dispute resolution procedure hereinafter set forth.

STEP 1. In the event of a disagreement between a unit employee and the City or between the Association and the City, such a grievance shall be reduced to writing by the aggrieved employee or the Association, and presented by the Association to the Chief of Police within ten (10) calendar days of when the grievance occurred or when the person or party reducing the grievance to writing reasonably should have known of its occurrence. The Chief of Police shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 2. If the Chief's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the Chief's response, present the grievance, the Chief's response and any reply thereto, to the City Manager. The City Manager shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 3. If the City Manager's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the City Manager's response, submit a Demand for Arbitration to the New York State Public Employment Relations Board in accordance with PERB's Voluntary Dispute Resolution Procedure. The Arbitrator's decision shall be final and binding upon the City, the Association and all unit employees.

C. The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.

D. Expenses for the Arbitrator's services shall be shared equally by the City and the Association.

E. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may have a transcript made at its own expense.

F. Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association

and the City, by mutual agreement, in writing.

SECTION 6. No grievance shall be initiated after the close of the contract year in which the alleged grievance occurred, except that alleged grievances occurring in June may be instituted within thirty days after the close of the contract year in which the grievance is alleged to have occurred.

SECTION 7. Any disputes arising in the administration and/or interpretation of this Agreement will be first addressed through the procedures as set forth herein. Both parties agree that this provision shall be binding on their respective members. Further, both parties agree to mutually pay any or all costs resulting from violation of this section.

SECTION 8. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a board and through the procedures as provided under the Act.

SECTION 9. All practices, policy, customs and/or terms and conditions of employment beneficial to employees which are not specifically provided for elsewhere in this Agreement and which are the subject of mandatory negotiations shall remain in effect for the duration of this Agreement, unless mutually agreed to otherwise between the City and the Association. It is expressly understood by both parties that such past practices shall be only those in effect from the date of February 10, 1986. It is expressly understood by both parties that this clause shall not in any way apply to management's rights to administer the department.

ARTICLE 9 - DISCIPLINARY PROCEDURES

In lieu of Section 75 of the Civil Service Law, a disciplinary proceeding shall be brought in front of a neutral third party mutually selected by the parties from a list supplied by the New York State Public Employment Relations Board.

ARTICLE 10 - RETIREMENT

SECTION 1. The City agrees to provide the State non-contributory retirement plan for Police Officers generally termed the 1/60th non-contributory plan.

SECTION 2. The City agrees to provide for Police Officers a 25-year Retirement Plan at one-half pay.

SECTION 3. The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Police Officers the benefits provided under the provisions of subdivision F of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

SECTION 4. The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Police Officers the following benefits under the New York State Policemen's and Firemen's Retirement System:

1. World War II veterans' service credit under Section 341, subdivision K.
2. Allowance for unused sick leave credit, Section 341, subdivision J.
3. Guaranteed ordinary death benefit under Section 360-B.
4. The twelve month final average salary provision for computation of retirement benefits under Section 302, subdivision 9 D.

SECTION 5. The City agrees, in addition to the retirement benefits provided under Sections 1, 2, 3, and 4 above, to provide for Police Officers the benefits under the New York State Policemen's and Firemen's Retirement System:

1. Twenty-year Retirement under Section 384-D.
2. Non-contributory improved career plan under Section 375-I.

SECTION 6. All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits. When a new Tier is established by the NYS Retirement System, any employees hired on or after the date of that Tier's establishment, will be covered under the new Tier.

ARTICLE 11 - SELF-INSURANCE PROGRAM

(1) Effective July 1, 1992, and until otherwise mutually agreed through collective negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self-Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

(2) All benefits, terms, conditions and coverages under the

self-funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage currently provided to the PBA through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

(3) A separate Account shall be established by the City specifically for the funding and administration of this self-insurance program.

This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account.

The City has agreed to absorb, in the General Fund, all service charges (which are presently \$13.00/mo.), and all wire transfer charges (which are presently \$8.00/ea.) related to this Account.

The City agrees that all moneys in this Account will remain intact and be used for the sole purpose of the self-insurance Program.

Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period had passed.

(4) The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self-insurance Account. This monthly premium equivalent will be calculated per the following formula:

Multiply the number of family contracts x 2.24 (this factor is user to convert individual premium to family premium).

Add this to the number of individual contracts.

That equals the amount of covered lives.

Multiply # of covered lives x 12 = # of covered lives per year.

Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year.

That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium.

If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

- (5) a. Effective and retroactive to July 1, 2012, the Health Insurance Premium Payments shall be thirteen (13%) percent of the premium costs.
- b. Effective December 22, 2003, the duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:
 - i. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.
 - ii. All employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which shall be in the same amount that active employees are obligated to pay which has been the City's past practice.

c. that in consideration of the PBA's acquiescence to this Program, the City agrees that the Association shall have the unfettered right to seek the elimination of co-pay through Interest Arbitration.

(6) An Insurance Review Advisory Committee will be established no later than July 1, 1992, which shall consist of eight (8) people:

- two (2) from each of the three (3) unions
- two (2) from the City of Watertown.

The purpose of this Advisory Committee shall be to review all activity of this self-insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

- a. Discussion by Advisory Committee

b. Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.

c. Advisory Committees will meet again to discuss the various recommendations from the unions' memberships.

d. If there is unanimous consent of all three unions, such items go to the City Council, for approval.

e. If recommendations are rejected by the City Council, items of common interest will remain the same.

Nothing herein however shall preclude the PBA from addressing with the City, during negotiations for successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the PBA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the PBA's sole and exclusive right to bargain for its members, in successor Contract negotiations, regardless of whether the other unions and/or the Advisory Committee agrees or disagrees with the PBA's demands, and nothing herein shall be deemed to be a waiver, by the PBA, of said right.

(7) A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee.

The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or a non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course.

A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction.

This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

(8) The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file / history / diagnosis / prognosis and/or records, without express written consent.

(9) Effective July 9, 1998, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of usual, customary and reasonable charges (UCR). In the event a unit member obtains covered medical services from a non-participating provider, reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500.00 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500.00 and the amount over \$1,500.00 (which is eligible for reimbursement).

(10) a. Effective July 1, 2012, a 30-day retail per prescription co-pay for prescription drugs shall be five dollars (\$5.00) for generic drugs, twenty dollars (\$20) for preferred brands and thirty-five dollars (\$35) for non-preferred brands. Additionally, a mail order pharmacy option shall be provided which will allow purchase of maintenance prescription drugs with a co-pay of \$5.00 for generic drugs and \$15.00 for brand name prescription drugs.

b. The Union and the City agree that CanaRx Prescription Program warrants further investigation as to the possible savings for the Health Insurance Plan and during the term of this Agreement will work with the Health Insurance Committee to review the benefits of this program.

(11) The City offers a Section 125 payment plan for health insurance expenses for all unit members who contribute towards health insurance coverage. Effective December 22, 2003, Child Care expenses will also be included in this plan.

(12) For all employees hired on or after June 9, 1998, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

(13) For employees hired after June 9, 1998, retirement medical insurance paid for by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually

in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

(14) Major Medical Deductible: There shall be a deductible of \$100.00 per person covered by the employee's plan; calculated and deducted based on 80/20 percent; total annual deductible shall be up to \$300.00 per family plan.

(15) Health Insurance Buy-Out: There shall be offered an annual buy-out of \$1,250.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes. Payment of this annual buy-out will be made on a bi-weekly basis. Amounts paid for the Health Insurance Buy-out shall not be used in determining the employee's regular rate of pay.

(16) Medical Visit Copays: Effective and retroactive to July 1, 2010, co-payments for medical visits to participating providers shall be seven (\$7.00) dollars per visit. Co-payments for medical visits to non-participating providers shall be fifteen (\$15.00) dollars per visit.

(17) Effective December 22, 2003, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of a 30-day limit on inpatient psychiatric and mandatory pre-certification of inpatient admissions.

(18) Deductibles: Effective July 1, 2006, the annual per person deductible shall be \$120. However, the maximum number of annual deductibles per calendar year for members of the same family is limited to three, for an annual family deductible of \$360.

ARTICLE 12 - NOTICE OF CHANGE IN CONDITIONS

The City shall notify the Association at least seven days in advance of any change in working methods or conditions except when such change is unavoidable or required because of an emergency or major disaster.

ARTICLE 13 - SAFETY PROGRAM

An Advisory Safety Committee shall be established within the

Police Department consisting of three persons appointed as follows:

1. One member appointed by the Watertown Police Benevolent Association, Inc.
2. One member appointed by the Police Chief.
3. One member appointed jointly by the Police Benevolent Association and the Police Chief.

The Committee shall review, study and make recommendations to the Police Chief and the City Manager on activities within the Department relating to safety, such as but not limited to vehicular safety, building safety and building security.

Periodic meetings shall be held by the Committee within regular work hours. The frequency of meetings shall be determined by the Committee. The suggestions of the Committee shall be stated in writing to the Police Chief for his review and for the consideration of the City Manager.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

SECTION 1. Police Officers shall not be required to pick up dead, sick, lost or stray animals in patrol cars

SECTION 2.

A. Effective July 1, 1990, the city implemented a Quarter Master System for the purchase and replacement of uniform items. Effective July 1, 1990 the City shall be responsible for purchasing initial uniform acquisition for new employees employed by the City Police Department.

B. Effective July 1, 1992 the City shall provide to each full-time employee of the Plainclothes Division a Five Hundred Dollar (\$500.00) clothing allowance for the purchase and maintenance of his or her uniform.

C. Effective July 1, 1999 each officer shall receive a Five Hundred Dollar (\$500.00) per year uniform cleaning allowance. Effective July 1, 2001, the uniform cleaning allowance has been incorporated into the Police Pay Schedules. Each employee shall be responsible to maintain his or her uniform in a suitable fashion. Non-compliance with this section shall be the determination of the Police Chief and shall be subject to appropriate disciplinary action.

D. Uniform articles shall be replaced by the City if damaged

in any way while in the course of duty, or for normal wear and tear.

E. The City shall replace eyeglasses and dentures of Police Officers, lost or broken in the line of duty, upon approval of the Chief of Police.

SECTION 3. The City agrees to assign a work schedule for the American Corner post in such a manner that a Police Officer shall not be assigned to stand on the American Corner between the hours of: 6:00 P.M. and 7:00 A.M. January through December.

SECTION 4.

A. Except as provided under Paragraph b of this Section, all vacancies in the Department shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

B. The City, at its option, shall have the right to fill vacancies for the entry level position of Police Officer through transfers of Bureau of Municipal Police Certified, Civil Service Police Officers in accordance with Section 58 of the New York State Civil Service Law. Such transfers shall be for entry level positions of Police Officer only and shall not apply to supervisory positions covered under this Agreement. Vacancies for supervisory positions shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

SECTION 5. It is agreed by and between the parties hereto that this Agreement may be reopened for the purpose of considering any new matters and issues which may arise during the life of the Contract.

SECTION 6. Within annual budget appropriations of the Police Department; the City agrees to pay tuition at the rate of one course per semester at an accredited college for any Police Officers taking police related training subjects in the event that Federal L.E.E.P. Funds are exhausted. In no event shall payment be made by the City for tuition for a course without approval prior to enrollment obtained from the City Manager.

SECTION 7. Correspondence from the Watertown Police Benevolent Association, Inc. to the City Manager shall be answered by the City Manager within ten days of its receipt.

SECTION 8. Both parties agree that this Contract constitutes

the present entire Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

SECTION 9. Should new or future revisions to the Disciplinary Rules of the Watertown Police Department become necessary, it is agreed that such revisions shall be accomplished through work of a committee made up of members from the Association and members appointed by the City Manager.

SECTION 10. Both parties agree that this Contract constitutes the full and entire agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. No verbal statement or other agreement in whatever form except as an amendment to this Agreement specifically designated as an amendment thereto shall supersede or vary as the case may be, any provisions of this Contract. Any prior written or verbal commitments between the City and the Watertown Police Benevolent Association, Inc. or any individual employees in the bargaining unit is hereby superseded.

SECTION 11.

A. Effective July 1, 1987 the City shall make available a five thousand dollar (\$5,000.00) bonus retirement plan for employees with the Department who have twenty (20) years of time in the New York State Police Retirement System. Every officer who reaches his or her twentieth year in the Retirement System shall also be entitled to take advantage of this five thousand dollar (\$5,000.00) bonus plan. For the purpose of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Police Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

First Year-	\$5,000.00
Second Year-	\$4,000.00
Third Year-	\$3,000.00

Effective upon execution of this Agreement, no future new hires will be eligible to receive this Retirement Bonus.

B. Police Officers who wish to participate in the bonus retirement plan must notify the City and the New York State Retirement System by January 1st of the calendar year. Police Officers who elect to participate in the bonus retirement plan and who notify the City by the first of the calendar year may not

retire from active employment until after July 1st of the following fiscal year (July 1 through June 30).

SECTION 12. GML Section 207-c: The parties incorporate by reference the attached City of Watertown Section 207-c Procedures as negotiated between the parties hereto, during the course of negotiations for this agreement.

SECTION 13. The parties agree to establish a joint advisory committee to review and streamline departmental rules and regulations.

SECTION 14. Deferred Compensation - Upon the completion of five years of service, individuals covered by this contract shall, annually, be entitled to sell up to three (3) vacation days and two (2) holidays and convert them into the City's 457 Plan.

SECTION 15. To provide for a more physically fit workforce, the City desires to implement physical fitness standards for all **new** hires within one year of the signing of this agreement. To accomplish this goal, the parties agree to immediately open negotiations limited to the establishment of such physical standards, such that the terms and conditions of employment related to such standards can be agreed upon prior to their implementation.

ARTICLE 15 - COMPENSATORY LEAVE TIME

A. Effective upon the execution of this Agreement, Unit members may opt to earn compensatory leave time in lieu of overtime, as detailed below. Such compensatory leave time shall be earned and calculated at the overtime rate of 1.5 times regular pay.

B. In accordance with "A" above, Officers shall be permitted to continuously accumulate up to forty (40) working hours of compensatory leave time per year, to a maximum of 60 hours (40 x 1.5), per year. As time is taken, said totals may be replenished throughout the year on a rolling basis, but must be cashed out if not used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. The granting of this time off shall be at the discretion of the Chief; and shall not generate additional overtime or 'pyramiding.' Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

ARTICLE 16 - REQUIREMENTS OF STATE LAW

SECTION 1. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

DATED: _____

CITY OF WATERTOWN, NEW YORK

BY: _____

Mayor

BY: _____

City Manager

DATED: _____

WATERTOWN POLICE BENEVOLENT
ASSOCIATION, Inc.

BY: _____

President

SCHEDULE A

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2012

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	47,039	49,209	51,480	53,875	56,384	59,016
POLICE DETECTIVE	P8		53,875	56,384	59,016	61,552	64,202
POLICE SERGEANT	P10		59,016	61,552	64,202	67,004	69,936
POLICE LIEUTENANT	P14	66,375	69,250	72,269	75,441	78,770	82,267

ACADEMY PAY RATE 40,795
 ACADEMY COMPLETION RATE 42,615

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2012

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.62	23.66	24.75	25.90	27.11	28.37
POLICE DETECTIVE	P8		25.90	27.11	28.37	29.59	30.87
POLICE SERGEANT	P10		28.37	29.59	30.87	32.21	33.62
POLICE LIEUTENANT	P14	31.91	33.29	34.74	36.27	37.87	39.55

LONGEVITY PAYMENTS:

AFTER 6TH YEAR \$350
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

ACADEMY PAY RATE 19.61
 ACADEMY COMPLETION RATE 20.49

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2012

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.79	23.83	24.92	26.07	27.28	28.54
POLICE DETECTIVE	P8		26.07	27.28	28.54	29.76	31.04
POLICE SERGEANT	P10		28.54	29.76	31.04	32.38	33.79
POLICE LIEUTENANT	P14	32.08	33.46	34.91	36.44	38.04	39.72

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2012

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.96	24.00	25.09	26.24	27.45	28.71
POLICE DETECTIVE	P8		26.24	27.45	28.71	29.93	31.21
POLICE SERGEANT	P10		28.71	29.93	31.21	32.55	33.96
POLICE LIEUTENANT	P14	32.25	33.63	35.08	36.61	38.21	39.89

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2012

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	23.12	24.16	25.25	26.40	27.61	28.87
POLICE DETECTIVE	P8		26.40	27.61	28.87	30.09	31.37
POLICE SERGEANT	P10		28.87	30.09	31.37	32.71	34.12
POLICE LIEUTENANT	P14	32.41	33.79	35.24	36.77	38.37	40.05

SCHEDULE B

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2013

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	47,980	50,193	52,510	54,952	57,512	60,197
POLICE DETECTIVE	P8		54,952	57,512	60,197	62,783	65,486
POLICE SERGEANT	P10		60,197	62,783	65,486	68,344	71,335
POLICE LIEUTENANT	P14	67,068	69,943	72,962	76,134	79,463	82,960

ACADEMY PAY RATE 41,611
 ACADEMY COMPLETION RATE 43,467

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2013

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)
 YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	23.07	24.13	25.24	26.42	27.65	28.94
POLICE DETECTIVE	P8		26.42	27.65	28.94	30.18	31.48
POLICE SERGEANT	P10		28.94	30.18	31.48	32.86	34.30
POLICE LIEUTENANT	P14	32.24	33.63	35.08	36.60	38.20	39.88

LONGEVITY PAYMENTS:
 AFTER 6TH YEAR \$350
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

ACADEMY PAY RATE 20.01
 ACADEMY COMPLETION RATE 20.90

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2013

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	23.24	24.30	25.41	26.59	27.82	29.11
POLICE DETECTIVE	P8		26.59	27.82	29.11	30.35	31.65
POLICE SERGEANT	P10		29.11	30.35	31.65	33.03	34.47
POLICE LIEUTENANT	P14	32.41	33.80	35.25	36.77	38.37	40.05

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2013

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	23.41	24.47	25.58	26.76	27.99	29.28
POLICE DETECTIVE	P8		26.76	27.99	29.28	30.52	31.82
POLICE SERGEANT	P10		29.28	30.52	31.82	33.20	34.64
POLICE LIEUTENANT	P14	32.58	33.97	35.42	36.94	38.54	40.22

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2013

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	23.57	24.63	25.74	26.92	28.15	29.44
POLICE DETECTIVE	P8		26.92	28.15	29.44	30.68	31.98
POLICE SERGEANT	P10		29.44	30.68	31.98	33.36	34.80
POLICE LIEUTENANT	P14	32.74	34.13	35.58	37.10	38.70	40.38

March 22, 2012

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Draft Agreement, Watertown Wizards, Inc.

Attached for your review and discussion is a copy of the Draft Lease Agreement with the Watertown Wizards, Inc., for the upcoming baseball season. This Agreement has been modified to reflect the City's new Alcohol policy. This is a one season lease, June 1, 2012 through August 15, 2012, and Baseball will be required to obtain a license for the term of Agreement. There is no funding coming to the City from the sale of alcohol, but in the event a non-Wizard event is held on the premises and it is sponsored by a not-for-profit organization, Baseball is required to donate a minimum of 50% of the net proceeds of the sale of alcohol to the not-for profit.

Staff will be prepared to discuss this proposal at the meeting Monday evening.

LEASE AGREEMENT

**THE CITY OF WATERTOWN, NEW YORK AND
WATERTOWN WIZARDS, INC.**

This Lease is being made and is intended to be effective as of June 1, 2012, between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (“City”) and Watertown Wizards, Inc., with its principal offices located at P.O. Box 695 Watertown, New York, (“Baseball”).

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Alex T. Duffy Fairgrounds (the “Fairgrounds”) within the City of Watertown, and the Fairgrounds are a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Fairgrounds for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities; and

WHEREAS, Baseball owns and operates a summer collegiate baseball team as a member and franchise of the Perfect Game Collegiate Baseball League (“PG Collegiate League”); and

WHEREAS, Baseball desires to have its team, the Watertown Wizards (the “Team”), play baseball games within the confines of the Fairgrounds baseball field and is in a unique position to contract to use, operate, manage and maintain the Fairgrounds baseball facilities; and

WHEREAS, the City has undertaken a substantial capital improvement project for the Fairgrounds in furtherance of the public purpose of keeping baseball in the City for the recreation, entertainment and welfare of the people of the City, including the economic benefit such a team can bring.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City and Baseball agree as follows:

AGREEMENT

Section I – Term of Lease

The term of this Lease Agreement shall be for the period, from June 1, 2012 through August 15, 2012.

Section II – Premises Leased

The City agrees to lease to Baseball the premises generally known as the Alex T. Duffy Fairgrounds baseball field and all incidents thereto, including the grandstands, and certain locker rooms as highlighted in yellow on the attached map, all of which consisting of essentially that area bounded by the baseball field fence separating the baseball field from the remainder of the Fairgrounds, together with the immediately adjacent parking area (the “Premises”)

Section III – Non-Assignability and Non-Exclusivity

a. The City and Baseball agree that it is the purpose of this Agreement to contract for the use, operation, management and maintenance of the Premises, and that this is an agreement for the privilege of Baseball to use the Premises only for the purpose of collegiate baseball. This Lease Agreement may not be assigned by Baseball to any person or entity, and Baseball agrees that the City’s consent to any assignment may be withheld for any reason, and in its sole discretion.

b. The City agrees not to enter into a lease for the Premises with any other minor league, professional or collegiate league during the term of this lease, without the written consent of Baseball.

c. It is further understood that this Lease Agreement is non-exclusive, meaning that, at those times when the Premises are not being used for Baseball’s purposes, the City retains the right to make the Premises available for other uses to the extent that the use will not interfere with those purposes. By express understanding it will not be interference for the City to allow the playing field to be used by college, high school, little league or other local baseball teams, or to permit others to host outdoor concerts on the Premises. At such times, it shall be the City’s responsibility to maintain the Premises in good repair. Baseball agrees it will cooperate with the City in making the premise available to others.

Section IV – Compensation (Rent)

a. As compensation for the use of the Premises, and during the term of this Lease, Baseball shall pay to the City fees as follow:

Day Game	\$100.00 per game
Night Game	\$125.00 per game
Day Practice	\$ 50.00 per practice (up to 3 hours)
Day Camp	\$ 50.00 per day

Day game means any game that ends before 6:00 p.m.

Night game means any game that begins at or extends beyond 6:00 p.m.

Doubleheaders shall be billed as two games.

Day Practice means any practice that ends before 6:00 p.m.

b. Baseball will provide the City Department of Parks and Recreation and the City Comptroller's Office with a schedule detailing all planned field use for games, practices and camps no later than April 1st.

c. Full payment for the season's field usage shall be made as follows: prior to June 1st, 25%; prior to July 1st an additional 25%, prior to August 1st, the remaining 50%. A reconciliation of actual field use, including practices, will be completed on or before August 31, and any refund or payment due shall be made within ten days.

Section V – Non-Alcohol Concessions and Advertising

a. The City and Baseball agree that during the term of this lease, concession rights for the sale of food and non-alcoholic drinks, as well for baseball souvenir items sold on the Premises shall be exclusive to Baseball. The City shall not permit nor allow mobile units or other vendors or concessions upon the premises during events or activities being conducted by Baseball or others during the term of this lease. Prior to opening the concessions for sale of food and drink, Baseball will provide the City with all applicable licenses, including but not limited, required NYS Department of Health.

Baseball shall pay the City ten percent (10%) of the gross concession sales, including vending machines. This provision shall apply to any concession sales made under this lease, whether by Baseball or a subcontractor to Baseball. The 10% shall be paid on an annual basis, no later than August 31st. It is the purpose of this Section V to provide an incentive to Baseball to operate concessions during the months indicated during all Fairgrounds activities, for the benefit of both Baseball and the City. Concession sales will be reported by Baseball to the City Comptroller's office on a weekly basis, showing daily sales for the prior week. The City reserves the right to inspect concession operations during the season to determine if the amounts reported are consistent with an onsite audit of the operations. Baseball agrees to allow the City Comptroller's office in the concession area during games or other events to monitor and track the concession sales on dates convenient to the Comptroller's office. Additionally,

the City reserves the right to review invoices, receipts and any other reports to verify gross concession receipts of Baseball.

b. All expenses incurred in providing concessions shall be at the sole expense of Baseball.

c. The City authorizes Baseball to install soda vending machines on the Premises. The City, in its sole discretion, can ask to have the vending machines removed if vandalism occurs.

d. Baseball shall be responsible for causing the concessions to be open and operated for all Watertown Wizard events. Additionally, Baseball shall be responsible for causing the concessions to be open and operated during the hours of Fair Week if an event is held in the grandstand area. In the event that non-Wizard events are held at the Leased Premises during Baseball's regular season, Baseball shall be responsible for causing the concession to be opened and operated for those events.

e. Baseball will be allowed to sell Advertising to be placed upon the outfield fence on the Premises and on the scoreboard. Baseball is not authorized to sell advertising and install signs in any other areas of the Premises without the written consent of the City. It will be the responsibility of Baseball to install and remove the Advertising. Signs can be up only between May 15th and August 31st. No later than August 1st of each year, the City of Watertown shall be paid the following for the rights to sell advertising as detailed above:

Scoreboard Signs

\$10.00 for each 3x3

\$15.00 for each 3x6

Outfield Signs

\$25.00 for each of the first 10

\$50.00 each for each additional sign

Section VI – Sale of Alcoholic Beverages

a. Baseball will be permitted to sell alcoholic beverages pursuant to a validly issued and sustained license from the NYS Liquor Authority, as long as those sales comply in all respects with the Alcohol sales policy of the City of Watertown, and the ABC Laws, Rules and Guidelines which are incorporated in the City approval of said application. At no time shall alcohol sales begin more than an hour prior to the start of the game, and all alcohol sales will cease at the end of the 7th inning stretch. If a double header is being played, sales shall end following the completion of the 5th inning of the second game.

b. Baseball acknowledges that, as the party responsible for the concessions, it is obligated not to sell alcoholic beverages in violation of the New York Alcohol Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that Baseball has sold beverages in violation of any of the applicable rules and regulations, including any term of this lease, Baseball's right to sell alcohol on the leased premises shall be immediately revoked.

c. Baseball acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages in the concessions, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorney's fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

d. In the event that alcohol is sold at a non-Wizard event at the Premises, and such event is sponsored by a not-for-profit organization, Baseball agrees that it shall donate a minimum of 50 % of the net proceeds of the sale of alcohol to the not-for-profit as a charitable contribution. The City shall have the right to audit alcohol sales for such events to permit a determination that the appropriate minimum donation was made.

Section VII – Adequacy of Leased Premises

a. Baseball represents that the Premises satisfy the requirements of the Northeastern Collegiate Baseball League and that the City shall not be obligated to make any changes to the Premises and the office space during the term of this Lease to satisfy any requirements of Baseball or the Perfect Game Collegiate Baseball League.

b. Baseball shall certify in writing to the City that it has accepted, in good order and repair, the Premises. This certification by Baseball shall include a statement that Baseball has examined and knows the condition of the Premises and has received the same in good repair and working order. Any exceptions by Baseball to the condition of the Premises at the time of their receipt shall be provided to the City in writing.

Section VIII – Maintenance

a. The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Lease, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the Premises.

b. Baseball agrees to provide custodial maintenance of the Premises during the term of the Lease. Baseball is responsible for cleaning the Leased Premises after every game or practice. Baseball shall keep the Premises secure and keep unauthorized persons off of the roof in the grandstand area. Baseball agrees to be further responsible for maintenance of the Premises for all non-baseball activities that Baseball permits to take

place on the Premises while the facilities are in the possession of Baseball. If Baseball has the concessions open for a non-Baseball event, they will still be responsible for custodial maintenance and cleanup of the Premises.

c. The City agrees that it will maintain the baseball field. Baseball acknowledges, however, that the City's employees are not responsible for the laying and removal of the main field tarp prior to, during, or after any particular baseball game.

d. If all or any part of the Premises are damaged or destroyed by Baseball, or by any of its agents or employees, or by any of Baseball's patrons, or during any event for which Baseball is responsible, (for example, damage or destruction to the outfield fence), Baseball agrees that it will immediately cause repairs or, if the City repairs the damage, that it will reimburse the City for such damage or destruction.

Section IX – Parking Fees

Baseball acknowledges that the City reserves the right to assess a parking charge, per car, at each home game for the Team. This amount may increase at the City's sole discretion. The parties agree that the City shall be responsible for collecting the fee, and that all proceeds from parking shall inure to the City.

Section X – Office Space

As part of the Fairgrounds Capital Improvement Project, the City constructed office space. A portion of that office space has been requested for use by Baseball from May 15th through August 31st. The City agrees to lease a portion of the office space to Baseball for Five Hundred and Twenty Five Dollars (\$525.00) for the term, which amount shall be paid in the same manner as detailed in Section IV c, above. In the event Baseball no longer desires to occupy the office space, Baseball may vacate the office upon thirty (30) days' written notice to the City, and the lease payment due will be prorated. This office space shall be considered part of the Premises for purposes of Section XV.

Section XI – Insurance

a. Baseball agrees to name the City as an additional named insured for its liability coverages, and to provide proof of general liability insurance in the amount of \$500,000 per person and \$1,000,000 per occurrence, and property damage coverage in the amount of \$100,000. Baseball shall provide the City with copies of its declarations pages for the policy or policies during the duration of the Lease Agreement. Baseball's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

b. The City will insure the Premises to cover only the City's interest in the event of damage due to fire or other hazard. Baseball agrees that, if the Premises are materially damaged by fire or other casualty, the City is not obligated to restore the Premises, and Baseball will have no claim under this lease against the City for not restoring the Premises.

c. Baseball shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of Baseball under the laws of the State of New York. Proof of said insurance shall be provided to the City of Watertown upon signing of this Agreement.

Section XII – Hold Harmless

Baseball shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of Baseball's operation, use, or occupation of the Premises, or by or resulting from any act or omission of Baseball or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified at Section X, naming the City as an additional named insured, shall be sufficient for purposes of meeting Baseball's obligations under this paragraph.

Section XIII – Venue and Applicable Law

a. The City and Baseball agree that the venue of any legal action arising from a claimed breach of this Lease is in the Supreme Court, State of New York, in and for the County of Jefferson.

b. This Agreement shall be construed in accordance with the laws of the State of New York.

Section XIV – Right of Access

The City reserves the right to enter the Premises by its duly authorized representatives at any reasonable time which does not interfere or conflict with the conduct of the business of Baseball, for the purposes of inspecting the Premises, performing any work necessary to required on the part of the City, exhibiting the Premises, or in the performance of its police powers.

Section XV – Return of Premises

Baseball agrees to return the Premises to the City, upon the expiration of this Lease, in as good condition as when Baseball received possession of the Premises, reasonable wear and tear excepted, and excepting damage to the Premises caused by others when the Premises were not under the control of Baseball. The City and Baseball will conduct an initial walk through of the Premises at the beginning of the lease term. Upon expiration of the lease, The City and Baseball will conduct a final walk through of the Premises

Section XVI – Desire to Renew Notice

If Baseball desires to have a lease Agreement for the following year, they must notify the City in writing by January 31st.

Section XVII – Notice

All notices required to be given under this Lease shall be in writing and shall be deemed to have been duly given on the date mailed if sent by certified mail, return receipt requested, to:

To City: City Manager
 City of Watertown
 245 Washington Street
 Watertown, New York 13601

To Baseball: Todd Kirkey, General Manager
 Watertown Wizards, Inc.
 P.O. Box 695
 Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

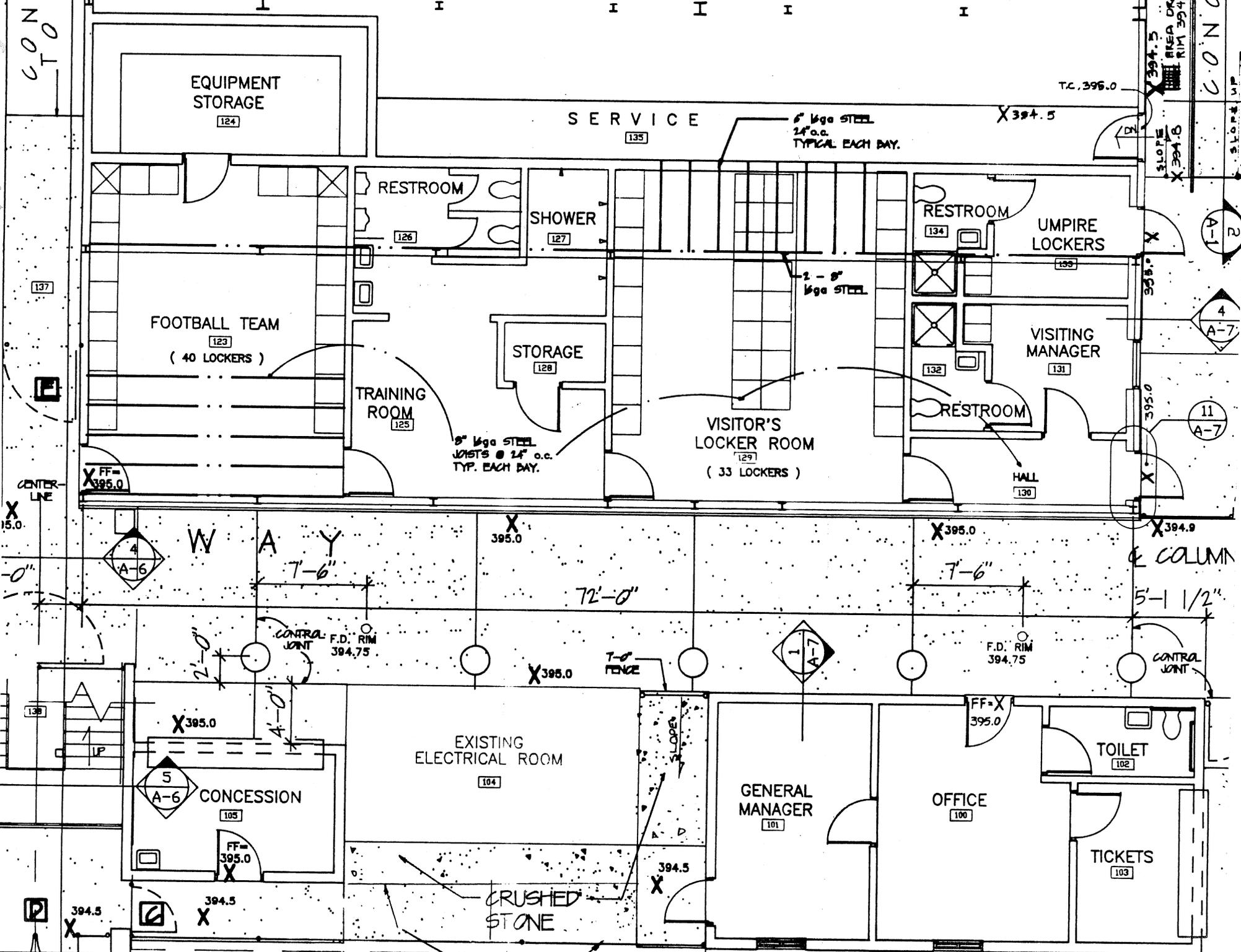
IN WITNESS WHEREOF, the City and Baseball will have caused this Lease to be executed by authorized agents to be effective as of June 1, 2012.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Mary M. Corriveau, City Manager

WATERTOWN WIZARDS INC.

By: _____
Todd Kirkey, General Manager



EQUIPMENT STORAGE
124

SERVICE
135

RESTROOM
126

SHOWER
127

RESTROOM
134

UMPIRE LOCKERS
133

FOOTBALL TEAM
123
(40 LOCKERS)

STORAGE
128

VISITOR'S LOCKER ROOM
129
(33 LOCKERS)

RESTROOM
132

VISITING MANAGER
131

HALL
130

TRAINING ROOM
125

CON TO

CON TO

T.C. 395.0

X 394.5

6" lgs STEEL
24" o.c.
TYPICAL EACH DAY.

SLOPE
8" lgs STEEL
X 394.8

2 - 8" lgs STEEL

8" lgs STEEL
W/STTS @ 24" o.c.
TYP. EACH DAY.

FF= X 395.0

CENTER LINE

X 15.0

W A Y

X 395.0

X 395.0

X 394.9

72'-0"

7'-6"

5'-1 1/2"

CONTROL F.D. RIM
JOINT 394.75

F.D. RIM
394.75

CONTROL JOINT

X 395.0

T-O FENCE

1 A-7

X 395.0

CONCESSION
105

EXISTING ELECTRICAL ROOM
104

GENERAL MANAGER
101

OFFICE
100

TOILET
102

TICKETS
103

FF= X 395.0

FF= X 395.0

X 394.5

CRUSHED STONE

X 394.5

X 394.5

2012 Watertown Wizards Home Schedule

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i>Opponent</i>
6/4	Mon.	7:00	Exhibition
6/6	Wed.	7:00	Newark
6/7	Thurs.	7:00	Glens Falls
6/10	Sun.	5:00	Newark
6/11	Mon.	7:00	Albany
6/13	Wed.	7:00	Newark
6/14	Thurs.	11:00am	Syracuse Salt Catz
6/15	Fri.	7:00	Cooperstown
6/17	Sun.	5:00	Amsterdam
6/19	Tues.	7:00	Elmira
6/20	Wed.	7:00	Mohawk Valley
6/23	Sat.	7:00	Oneonta
6/25	Mon.	7:00	Oneonta
6/29	Fri.	7:00	Amsterdam
7/1	Sun.	5:00	Newark
7/3	Tues.	7:00	Elmira
7/8	Sun.	5:00	Mohawk Valley
7/16	Mon.	7:00	Cooperstown
7/17	Tues.	7:00	Elmira
7/18	Wed.	7:00	Glens Falls
7/21	Sat.	7:00	Albany
7/22	Sun.	5:00	Newark
7/26	Thurs.	7:00	Cooperstown
7/28	Sat.	7:00	Elmira
7/31	Tues.	7:00	Glens Falls
8/1	Wed.	7:00	Mohawk Valley

Notes:

** Wizards practices 6/3 7:00pm, 6/4 10:00am, 6/5 7:00pm

** YMCA Camp is 6/25,6/26 & 6/27 9am- Noon

** - Opponent Yet to be Determined for Exhibition Game

** - Sunday games are at 5:00pm

** -Exhibition Game on June 14th is 11:00 am

** -Playoffs Begin August 3rd

March 23, 2012

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Parks and Recreation Fees and Contract Documents

Attached for City Council review and discussion is a modified Schedule of Fees for the City's Fairgrounds Municipal Arena, baseball teams, ice skate sharpening, RV sites, the Jefferson County Agricultural Society, and for use of Parks and Recreation facilities. The items highlighted in blue and red are the modifications that are being recommended by City Staff.

In addition to these fees, it is time for the City Council to consider if a fee will be charged for the use of the new covered walkway in the J.B. Wise parking lot. The Downtown Business Association would like to hold events there this summer. I have also had preliminary discussions with representatives from the Saturday Farmers Market and they are considering moving their market from the Fairgrounds to this downtown location.

Also attached are two new contracts for the use of municipal recreational facilities. These contracts have been reviewed by City Attorney Robert J. Slye and John VanBrocklin, Superintendent of Parks and Recreation.

Staff is prepared to discuss these recommendations and these documents and Monday's meeting.

A320-4 Schedule of Fees

A. The schedule for general admission to the City's Fairgrounds Municipal Arena shall be established and enforced as follows:

- (1) Public skating session: \$2 per person per session.
- (2) Minor hockey and figure skating: \$70 per hour.
- (3) High school and college practice: \$70 per hour.
- (4) Adult and out-of-town groups: \$80.
- (5) Rock and Skate: \$3 per person.
- (6) Events where admission or donation is charged: \$100 per hour.
- (7) Shows and events: \$500 per day; \$250 per day to reserve arena prior or post event; plus additional expenses agreed upon and included in the contract.
- (8) Performances: \$1,000 per day; \$500 per day to reserve arena prior or post event; plus additional expenses agreed upon and included in the contract.

(98) Use of the arena by the Jefferson County Agricultural Society during Jefferson County Fair Week: ~~\$4,000~~ \$2,000.

(109) (Reserved)

Editor's Note: Former Subsection A(9), which listed rental fees for chairs and tables, was repealed 6-20-2011.

(114) Non-prime-time ice rates and usage credit program. Non-prime-time is between the hours of 6:00 a.m. and 7:30 a.m. and 10:30 p.m. to 12:00 midnight. The non-prime-time hourly rate is \$42. Once time has been scheduled, it is non-cancelable and the scheduler will be charged. Usage credits are calculated as follows: for every four hours of non-prime-time usage during a season, the user earns one hour credit of non-prime-time usage. Usage credits must be used within the season earned.

B. Admission for general skating shall be payable upon entry to the facility. There shall be no charge for spectators at general skating sessions.

C. Reserving the use of the Arena by any group may be obtained by scheduling in advance with the City's Recreation Department and in payment of the appropriate fee as described above to the City Comptroller in advance of the reserve time use.

D. Nothing in this section shall prohibit the City from entering into an agreement for the use of the Fairgrounds Arena, at rates other than the rates stated above. However, any such agreement shall require approval of the City Council.

A320-6 Schedule of Fees

A. Fees for various business permits and licenses are as set forth below:

Type	Fee
<u>Baseball and Softball:</u>	
<u>Adult Leagues</u>	<u>\$150 per team</u>
<u>Youth Leagues</u>	
<u>Non-City-resident</u>	
<u>T-ball</u>	<u>\$15 \$10</u>
<u>Midget</u>	<u>\$15 \$10</u>
<u>Grasshopper</u>	<u>\$15 \$10</u>

Ice skate rental, per pair	\$2
Ice skate sharpening	\$5
Junior hockey and junior figure skates	\$3
New ice skates (all types)	\$5
Regular hockey and regular figure skates	\$4
Goalie and specialty ice skates	\$5

RV site users (Alex T. Duffy Fairgrounds)

Individual rates:

With utility hookup, per night	\$20
With no utility hookup, per night	\$10

Group rates (minimum 25 sites by 1 group):

With utility hookup, per night	\$12
With no utility hookup, per night	\$5
With utility hookup and minimum 1 week stay, per night	\$10

Jefferson County Agricultural Society during Jefferson County Fair Week (Society will be responsible for payment to the City and for collection of fees from individual sites)

\$75 \$60 per site/week

Article VIII ~~Parks and Recreation Municipal Fairgrounds Facility Fees~~

A320-9 Schedule of Fees

Municipal fairgrounds facility fees shall be as follows:

A. Municipal fairgrounds main baseball field fees:

- (1) Single game: ~~\$60~~ plus \$25 for lights
- (2) Doubleheader (same teams): ~~\$90~~ plus \$25 for lights
- ~~(3) Watertown Wizards: \$200.~~
- (8) Performances: \$1,000 per day; \$500 per day to reserve ball field prior or post event; plus additional expenses agreed upon and included in the contract.

B. Municipal fairgrounds main multi-use field:

- (1) \$60 per game or \$30 per hour, plus \$50 per game for lights.

C. Municipal fairgrounds horse ring: \$60 per show.

D. Municipal fairgrounds rental: \$200 per day.

E. Other Athletic Fields* ~~Non-premier multi-use fields:~~

- (1) Single game: \$30 per game.
- (2) Doubleheader: \$45 per game.
- (3) Performances: \$1,000 per day; \$500 per day to reserve prior or post event; plus additional expenses agreed upon and included in the contract.

* Other athletic fields include: Fairgrounds (3), Marble Street (2), North Elementary (5), and Kostyk field (1)

F. Tennis program:

- (1) City resident: \$5.
- (2) Non-City-Resident: \$20.

G. Golf program:

- (1) City resident: ~~\$??~~ \$5.
- (2) Non-City-Resident: ~~\$??~~ \$20.

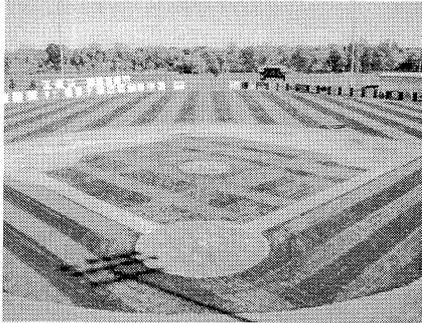
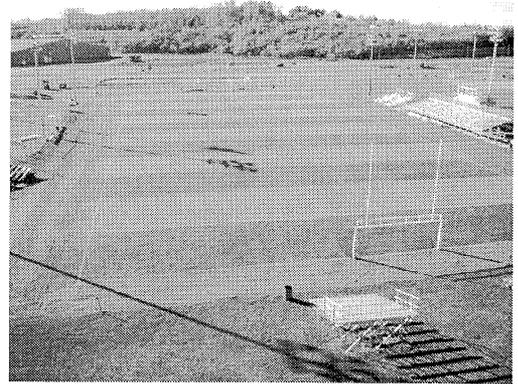
H. Saturday Farmers Market \$50 per day

WATERTOWN PARKS AND RECREATION

Facility and Athletic Field Agreement

For Non-City-Sponsored Teams or Groups¹

This is an agreement between the CITY of WATERTOWN and _____ for use of the _____ (requested area) for _____ (purpose).



Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

Estimated attendance including participants _____.

Please check all that apply relative to those associated with your event:

- City Only Some Outside City Jefferson County Outside Jefferson County

ESTABLISHED FEES

- Fairgrounds main baseball field**
 - \$1,000 per concert/performance event per day; \$500 pre and post event day usage
 - \$ 60 per game.
 - \$ 90 per double game of same teams.
 - \$ 25 for the use of lights
- Fairgrounds main multi-purpose field #1**
 - \$ 60 per game or \$30 per hour
 - \$ 50 for the use of lights.
- Other Athletic Fields²**
 - \$ 30 per game or \$15 per hour
 - \$ 25 for lights
 - \$1,000 per concert/performance event per day, \$500 pre and post event day usage.
- Fairgrounds horse ring**
 - \$ 60 per show.
- Parking Fee**
 - At the City's Discretion
- Non - Field areas**
 - \$200 per day.
- Seasonal area use**
 - Applicable rates and/or maintenance costs for event.
- Concessions**
 - Ten (10%) percent of gross sales with City permission only.
- Farmer's Market (Saturday)**
 - \$ 50 per day

Field additives such as the drying agent used for rainouts will be limited to 4 bags per field. Additional bags, if requested, will be billed at \$10 per bag minimum.

*The City reserves the right to charge additional fees if an excessive amount of time beyond the length of a normal event is used, or if an event is started but not completed, if insufficient notice is given for a cancellation, or an excessive amount of materials are used to ready a game. Checks should be made payable to the City Comptroller and sent to the City Comptroller's Department, 245 Washington Street, Watertown, New York 13601.

All Outstanding Invoices must be paid in full before any new events will be discussed or scheduled.

¹ The City sponsors T-ball, Midget, and Grasshopper Baseball Leagues and Men's Softball and Co-ed Softball.

² Marble Street (2); North Elementary (5); Kostyk Field(1); Fairgrounds (3).

1. The requested area will be clean and in good condition for the event. Groups will be responsible for leaving the facility in the same condition as it was prior to their event. This includes policing the area and removing trash brought into the facility by your group. Users are responsible for clean-up of trash and associated debris.
2. The area will be prepared and ready for use within the City's limitations. Only City employees are allowed to work on fields. An additional charge may be imposed if City personnel are required to perform extra duties or use additional materials beyond the normal preparation and maintenance of the facility. If repairs are made necessary by the group's use, the actual costs of repair will be imposed. Please check to see what is needed at the area for your event. Items such as yard markers, tables, jumps, privacy screens, and etc. may not be available and would need to be furnished by the event coordinator.
3. It is of utmost importance to ensure that the City has in its possession prior to the event, a certificate of insurance, naming the City of Watertown as an additional insured, in the amounts of \$500,000 per individual/\$1,000,000 combined single limit.
4. Permission for use of any facility can be denied or revoked if the proposed activity is deemed not proper, too dangerous, cost prohibitive, unsuitable or damaging to the facility. In the event of cancellations, the Parks and Recreation Department will arrange for rescheduling if desired. In that case, if all information remains the same, this agreement may transfer to the rescheduled date.
5. No alcohol sales or consumption are permitted on City property utilized pursuant to this Agreement except under the jurisdiction of a SLA permit holder or licensee.
6. Groups using City facilities are responsible for the supervision, emergency service requirements and safety of their event. They may be required to provide proper police protection. A telephone for emergency purposes only is located in the maintenance room of the main baseball field. The pool, arena, sewage treatment plant and indoor sports complex also have telephones.
7. Areas will be rented on a first come, first served basis except for groups using the facility on a continuing basis each year for annual events.
8. If restrooms are made available, groups will be responsible for supervision and leaving the restrooms in the same condition in which they were prior to their event.
9. Additional fees will be charged for excessive use of materials to get a game in or a field ready above and beyond the normal 4 bags per field.
10. There is no prohibition against charging admission fees to events. The collection of fees is the responsibility of the event sponsor.
11. The City of Watertown will not be responsible for lost, damaged, stolen or items left behind.
12. The City will attempt to have the facility available approximately ½ hour before each event unless otherwise requested by the sponsor.
13. At the end of each event, it is recommended the sponsor and a City employee, if available, inspect the condition of the entire facilities used.

I understand and have read all parts of this agreement. It will be my duty to insure that those participating in this event understand and have knowledge of all rules listed. I will also make sure all necessary information is supplied to the Parks and Recreation Department prior to the event.

Name of Organization

Director of Event (Individual)
Signature

Director of Event (Individual)
Print Name

Date Signed

Billing Address for Director of Event

Contact Phone Number _____
For game day schedule changes

+++++

City Contact Information:

City of Watertown
Parks and Recreation Department
600 William T. Field Drive
Watertown, NY 13601
315-785-7775 phone
315-785-7776 fax

Email - parksrec@watertown-ny.gov

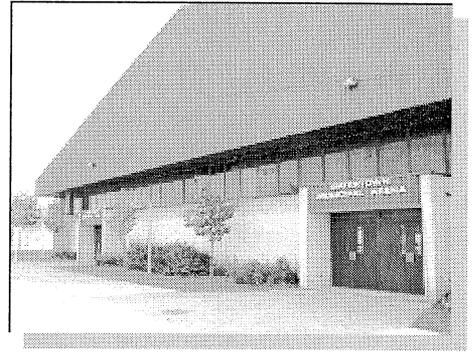
Administration - 315-785-7775 (daytime scheduling, information, cancellations, scoreboard, conditions, public address system, concession, etc.)

315-788-1474 (night & weekend contact)

+++++

- ____ Current Certification of Insurance
- ____ Signed Agreement with complete details
- ____ Schedule and Contacts included

**CITY of WATERTOWN
PARKS & RECREATION MUNICIPAL ARENA
USAGE AGREEMENT**



This is an agreement between the City of Watertown, New York and _____ for use of the Watertown Municipal Arena on _____ for the purpose of _____.

1. A rental fee of \$500 per day for event is charged. A \$250 per day prior to and post event fee will also be charged if those days are used plus additional expenses agreed upon as listed in your request. Rental fee for concerts/performances is \$1,000 per day for event day and \$500 per day for each day facility is used prior to and post event. The fee must be paid at the time of contract signing, which must occur at least one month prior to the event, or at time of contract signing. Checks should be made payable to the City Comptroller and sent to the City Comptroller, 245 Washington Street, Room 203, Watertown, New York 13601. Additional fees may be charged for extended set up time, lengthy events or prolonged delays in removing equipment after the event (* see *City Code Fees on page 6 of this agreement*).
2. The above amount contains a non-refundable deposit of \$250 required to secure the building on the time(s) and date(s) requested for your event.
3. Proof of insurance coverage of at least \$500,000 per individual/\$1,000,000 combined single limit naming the City of Watertown as an additional named insured must be provided at least 10 days before the event. The certificate of insurance reflecting this coverage can be faxed to 315-785-7776, or mailed to the Parks and Recreation Department Office, 600 William T. Field Drive, Watertown, New York 13601 or sent by e-mail to parksrec@watertown-ny.gov.
4. The Arena will be clean and in good condition for the event. The City reserves the right to require a Lessee to obtain a dumpster, and to charge for additional services, including services necessary for clean-up after the event.
5. Specific details of the event must be worked out at least two (2) weeks before at a meeting with a representative from Parks and Recreation and the sponsor to set ground rules, identify those responsible, facilities required, and all other things relating to the event.
6. Permission for use of this facility can be denied if the proposed activity is deemed not proper, too dangerous, or not suitable for the facility. All new event requests will be forwarded to the City Manager's office for review.
7. Areas will be rented on a first come, first served basis except for groups using the facility on a continuing basis each year for annual events.
8. No food or non-alcoholic beverage can be sold except by the City's concession unless otherwise agreed.
9. Sale of alcoholic beverages shall only be allowed pursuant to a validly issued SLA permit. All applicable State and Local rules apply, including the attached ABC Law Rules & Regulations.

10. Groups renting the facility are responsible for the supervision, safety and security of their event. The City reserves the right to set the number of security officers needed. Events requiring security firms shall use New York State certified firms. Events providing security, especially for overnight purposes, should supply the City with a detailed statement of services. The City reserves the right to limit access to some areas of the facility.
11. All events shall have an emergency plan and provide a copy of it to the City. Large capacity crowd events(> 1500 people) are required to make provisions for Emergency Medical Technicians and/or Ambulances.
12. Groups renting the facility must understand the limitations of it relating to lights, power, availability of tables and chairs, restrooms, and other equipment. Any changes or additions to the facility must be cleared with the Superintendent of Parks and Recreation prior to the event and be performed at their expense. Chairs are available upon request. A limited number of tables are available. The City reserves the right to require the sponsor of the event to provide "port-a-johns" in a specified amount and in specified locations.
13. The City's Parks and Recreation Superintendent will determine what physical changes are permitted to the facility. Additional charges may be imposed for labor to relocate items for storage if additional floor space is requested.
14. The sponsor must conform to all New York State Fire and Building codes and regulations, as well as the City of Watertown Ordinances, rules, and regulations. Copies of floor plans shall be submitted to the Parks and Recreation Department and the Fire Prevention Bureau for review at least one week prior to the event. Maximum capacity for the facility is 3074 persons. The Arena can be modified to suit the promoter's needs.
15. No material or equipment can be used which may damage existing facilities. The use of nails, tacks, tape (especially on Arena floor) or other material will not be allowed if the City feels damage may occur. It will be up to the sponsor to ensure that everyone associated with the event is aware of this, as the sponsor will be responsible for any damage to the building, grounds or equipment during their event.
16. All hazardous substances are banned from the Arena.
17. Vehicles are allowed on the floor with the approval of the Superintendent of Parks and Recreation. However, protective covering should be used to prevent any leaking substance from falling on the floor.
18. A public address system, portable stage and bleachers are available upon request.
19. The City of Watertown will not be responsible for lost, damaged, or stolen items.
20. The City of Watertown will set limits on the hours of operation of the event and for the sale of alcohol by SLA permit.

21. The City reserves the right to collect a parking fee.
22. At the conclusion of the event, all equipment relating to that event should be removed within 12 hours, unless an extension is granted by the Superintendent of Parks and Recreation. Under no circumstances will the City store or take responsibility for equipment left from renters. Any equipment or items left behind from the show is the responsibility of the event sponsor. Items left after a 12 hour period following the event may be discarded and/or removed by the Arena Staff.
23. Eventsponsors are responsible for keeping display areas clean during the show, and the Arena staff will provide a general clean up at the end of the show.
24. A Parks and Recreationemployee will be on grounds at all times during the hours of the show as well as for set-up and take-down of the event.
25. At the end of each event it is recommended that the sponsor and a Parks and Recreation employee inspect the condition of the entire Arena and lock up the facility.
26. Limited overnight camping is available with RV hook-ups at the Fairgrounds. Other limited sites may be available. The Sponsor of any event having a group or vendor staying on the grounds overnight is subject to fees. Said fees shall be collected by the Sponsor of the event and remitted to the Superintendent of Parks and Recreation.
27. All sponsors should be aware of facility limitations as they pertain to air handling, heat, dressing rooms, etc.
28. The City of Watertown provides the use of electrical equipment at no charge. However, additional cost of installation of electrical equipment above and beyond the existing layout on the Arena floor, to suit individual requirements, is the responsibility of the sponsor. Any changes to the current electrical system at the Arena must be made through the City's Electric Department and Parks and Recreation Department. All electrical equipment shall be returned to its original state. Groups will be charged by the Electrical Department for any damages or alterations in the existing electrical equipment that resulted from this event.

I understand and have read all parts of this agreement. It will be my duty to insure that those participating in this event understand and have knowledge of all rules listed. The Director of the Event will be the point of contact for all issues. ***The Event Summary must be completed in full.***

_____ Sponsor of Event	_____ Date	_____ Phone
_____ Address	_____ Email Address	_____ Cell Phone
_____ City/Town/Village - State	_____ Fax	_____ Other

Billing Address if different from above:

Event Summary

Name of Event: _____

Sponsor: _____

Director of Event: _____

Event Director Phone: _____

Event Date: _____ Start Time: _____ Finish Time: _____

Event Date: _____ Start Time: _____ Finish Time: _____

Event Date: _____ Start Time: _____ Finish Time: _____

Set up Date: _____ Start Time: _____ Finish Time: _____

Take Down Date: _____ Start Time: _____ Finish Time: _____

+++++

BILLING

_____ Event days @\$500 per day _____

_____ Set up/Take down @\$250 per day _____

_____ Event Day @ \$1,000 per day _____

_____ Set up/Take down @ \$500 per day _____

_____ Overnight parking/camping _____

_____ Additional Request Fees _____

TOTAL AMOUNT TO BE BILLED _____

Less security deposit \$-250

Total Amount to be billed: _____

Facility Requests:

Entrance Door(s) Requested: _____

Public Address System: _____

Staging: _____ Size: _____

Bleachers: _____ Capacity: _____

Locker Rooms: _____

Trash: _____ Dumpster: _____

Electrical - Routine Request: _____

Connection Date & Time: _____

Disconnection Date & Time: _____

Some requests may be referred to City Electric or other departments for cost estimates.

Concession Request: _____

Request time: open _____ close _____

Make Checks payable to "City Comptroller"

Mail to: City Comptroller
245 Washington Street Suite 203
Watertown NY 13601

Certificate of Insurance Received _____

Policy Number: _____ Copy to CM:

Floor Plan Enclosed: _____

Copy to Codes: Approval: _____

Security for Event: _____

Copy to CM/PD: Approval: _____

Additional request	Fee:
Additional request	Fee:
Additional request	Fee:

**Per City Code:ARTICLE III,
Use of Fairgrounds Ice Arena
§ A320-4 Schedule of fees.**

A. The schedule for general admission to the City's Fairgrounds Municipal Arena shall be established and enforced as follows:

- (7) Shows and events:
\$500 per day; \$250 per day to reserve arena prior or post event;
plus additional expenses agreed upon and included in the contract.*

**** Special needs and requests above and beyond a normal event will be billed accordingly for each request. For example: Electrical services cover connection and disconnect as part of this agreement. If further electrical services are needed it is up to the event coordinator to request the service as part of this contract and will be furnished with an estimated cost for the service(s). The same policy and charges will be applied for use of restricted areas, outside water/sewer connections and any other additional requests.***

**Per City Code: ARTICLE III,
Use of Fairgrounds Ice Arena
§ A320-4 Schedule of fees.**

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** Special needs and requests above and beyond a normal event will be billed accordingly for each request. For example: Electrical services cover connection and disconnect as part of this agreement. If further electrical services are needed it is up to the event coordinator to request the service as part of this contract and will be furnished with an estimated cost for the service(s). The same policy and charges will be applied for use of restricted areas, outside water/sewer connections and any other additional requests.*



CITY OF WATERTOWN, NEW YORK

OFFICE OF CITY CLERK

CITY HALL, ROOM 101

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3387

(315) 785-7780 Fax (315) 785-7796

Email: asaunders@watertown-ny.gov

Ann M. Saunders
City Clerk/City Historian

Date: March 22, 2012

To: Mary Corriveau, City Manager

From: Ann Saunders, City Clerk

Subject: Fees for the City Clerk's Office



As we had discussed previously, the fees listed in the Code of the City of Watertown for the Clerk's Office need updating. In order to save costs with General Code, I feel that the City should submit these changes along with the proposed changes in the Parks and Recreation Fees because they involve similar pages within the Code Book.

I would suggest changing the title of ARTICLE IA from "Vital Records; Commissioner of Deeds" to "City Clerk Fees" and pull any Clerk Fees out of the Miscellaneous Fees under ARTICLE V.

Proposed changes are as follows:

Under Article IA

Section A3201-1.1

The current fee for genealogical searches is \$22.00. This fee changed in the beginning of 2010.

Remove Paternity acknowledgements fee \$5 from Miscellaneous Fees and list under Vital Records. The term "certified copy" should be added to the description.

Remove Heirloom record of marriage fee \$15 from Miscellaneous Fees and list under Vital Records.

Add a new Section A320-1.2 titled Marriage Licenses and Wedding Ceremonies

Add Marriage License Fee of \$40 (currently not listed in the City Code)

Add Duplicate Marriage License Fee of \$20 (currently not listed in the City Code)

Remove Marriage solemnization fee (ceremony) \$50 from Miscellaneous Fees and list here

Remove Marriage photos \$15 per sheet and \$5 per 4 x 6 photo from Miscellaneous Fees and list here

Under Article V

Section A320.69

Remove Dog License fee because it is incorrect and the correct fees are already listed in the City Code under Chapter 81 Section 81-1

With the following Business Permits and Licenses Fees listed under Miscellaneous Fees, I would suggest adding a new Section titled Business Permits and Licenses under the proposed Clerk Fees Section or list them individually in the sections of the City Code pertaining to each topic. Listing the fee individually in the appropriate sections allows additional time to research the fees that are different as well as gives the City the opportunity to review Chapter 112, Chapter 244 and Chapter 284 for updates.

Garbage collector, private, per year \$100, plus \$30 per vehicle

Liquidation sale, per month - The fee of \$10 is listed but the office charges \$425 with the original application which is returned if the sale is completed within 60 days; \$75 for the 1st 30 days and \$50 for each additional 30 days.

Transient retail business, 1st 3 days \$300

Transient retail business, each additional day \$100

Transient retail business – bankrupt, per month no fee listed

Vending in designated public places, per year \$250

Vending on public street, per year \$50

The remaining fees charged by the Clerk's Office pertains to Racing and Wagering and include licenses for Bingo and Games of Chance. Former Chapter 157 related to Games of Chance and former Chapter 94 related to Bingo but both were repealed by Local Law No. 11 of 2005. I would recommend adding a new Section titled Bingo and Games of Chance Licenses under the proposed Clerk Fees Section.

Bingo License \$18.75 per occasion, plus a calculated amount of proceeds

Games of Chance \$25 per year

March 22, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Advantage Watertown, Local Waterfront
Revitalization Program and Quality Communities
Demonstration Grant Documents

Attached for your review are the cover reports, resolutions and grant documents approved by the City Council in 2003 related to the City's acceptance of grant funds under the Local Waterfront Revitalization Program and the New York State Department of State Quality Communities Demonstration project. This information was requested by Council Member Jeffrey S. Smith.

February 26, 2003

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: Local Waterfront Revitalization Program Grant

The New York State Department of State, Division of Coastal Resources has awarded the City of Watertown a \$15,000 grant to start a Local Waterfront Revitalization Program for the Black River under Title 11 of the Environmental Protection Fund. This provides 50% of the funding for a \$30,000 project.

To begin the process of preparing a comprehensive LWRP, the Department of State is requiring that municipalities conduct a community participation program to generate broad community understanding of waterfront issues, create a community consensus for the future of their waterfront and develop a long term vision for revitalization of the City's center. The grant will provide funding to complete this portion of the LWRP.

Through the Quality Communities Program, we have teamed up with faculty and students from the State University of New York College of Environmental Science and Forestry's (ESF) landscape architecture and planning programs to develop, document and illustrate the ideas and concepts identified by the community at various workshops that will be held throughout the late winter and early spring. The result will be the development of a LWRP Issues, Vision and Strategies Report that will guide the completion of the LWRP. There will be costs associated with ESF's work and a services agreement will be presented to the City Council at its next meeting. The students had to get started before an agreement could be completed because of their tight semester schedule. A consultant will also be hired to continue the program from where ESF will stop.

The City has recently been awarded another \$95,000 grant for completing the LWRP, designing projects at hole brothers and Route 3 Wave, and creating a Black River exhibit at the NYS Living Museum. A grant agreement for that project will be put before the City Council when we receive it.

The agreement with the NYS Department of State for this project is attached for Council review.

The attached resolution authorizes the City Manager, Mary M. Corriveau, to enter into and execute the Project Agreement on behalf of the City and further authorizes the City Manager to act on behalf of the City Council in all matters related to the financial assistance for this project.

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Enter Into and Execute the Project Agreement for a \$15,000 Grant Through the New York State Department of State for the Start of a Local Waterfront Revitalization Program

Councilwoman BURNS, Roxanne M.

Councilman CLOUGH, Peter L.

Councilman SIMMONS, Paul A.

Councilman SMITH, Jeffrey M.

Mayor BUTLER, Joseph M.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced by

Councilman Paul A Simmons

WHEREAS the New York State Department of State, Division of Coastal Resources, has announced that the City of Watertown has been awarded a \$15,000 grant under Title 11 of the Environmental Protection Fund to start a Local Waterfront Revitalization Program for the Black River, and

WHEREAS the City Council desires to revitalize the waterfront along the Black River, and

WHEREAS the City must enter into a Project Agreement with the New York State Department of State for this project.

NOW THEREFORE BE IT RESOLVED that the City Manager, Mary M. Corriveau, is hereby directed to enter into and execute the Project Agreement on behalf of the City Council of the City of Watertown, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act on behalf of the City Council in all further matters related to the financial assistance for this project.

Seconded by Councilman Peter L Clough

STATE AGENCY (Name and Address):
NYS Department of State 41 State Street Albany, NY 12231-0001

NYS COMPTROLLER'S #:	T006290
ORIG. AGENCY CODE:	19000

CONTRACTOR (Name and Address):
City of Watertown 245 Washington Street Wtertown, NY 13601

TYPE OF PROGRAM: Environmental Protection Fund Act

STATE SHARE FUNDING AMOUNT FOR INITIAL PERIOD \$15,000.00
LOCAL SHARE FUNDING AMOUNT FOR INITIAL PERIOD \$15,000.00

FEDERAL TAX IDENTIFICATION NUMBER: 15-6000419
MUNICIPALITY #

INITIAL CONTRACT PERIOD: FROM: January 1, 2003 TO: March 31, 2004
MULTI-YEAR TERM (If applicable): From: January 1, 2003 To: March 31, 2005

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT

APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1 Including Attachments 1, 2, & 3 thereto:	Agency-specific clauses
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Workplan
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

DEPARTMENT OF STATE
COASTAL PROGRAMS
MAR 17 2003
Contract No. T006290
RECEIVED

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

City of Watertown

By: Mary Corriveau
Mary M. Corriveau
(Print Name)

Title: City Manager

Date: 3/7/03

STATE AGENCY:

New York State Department of State

By: Judith E. Kenny
Judith E. Kenny
(Print Name)

Title: DOS Director of Administration and Management

Date: 9/8/03

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of Jefferson) ss:

On this 7th day of March, 2003, before me personally came Mary M. Corriveau to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 241 Clinton St., Watertown, New York (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the City Manager (title of officer or employee) of the City of Watertown (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

Suzanne C. Thompson
NOTARY PUBLIC

SUZANNE C. THOMPSON
Notary Public in the State of New York
Qualified in Jefferson County, No. 4854423
My Commission Expires 8/16/05

ATTORNEY GENERAL'S SIGNATURE:

~~_____
Title: NA
Date: _____~~

STATE COMPTROLLER'S SIGNATURE:

~~_____
Title: NA
Date: _____~~

STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of the AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this

AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The

CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

Standard Clauses for All New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE**. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE**. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance law.

3. **COMPTROLLER'S APPROVAL**. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. **WORKERS' COMPENSATION BENEFITS**. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS**. In accordance with Article 15 of the Executive Law (also

known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS**. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING REQUIREMENT**. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its

bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractor's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State

Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting

to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then: (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every

change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied

contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of jurisdictions subject to this provision.

Revised November 2000

APPENDIX A1
Agency-Specific Clauses

- I. This Agreement has been entered into pursuant to the following understandings:
- A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
 - B. The Department is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
 - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
 - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
 - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
- II. General
- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
 - B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
 - C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
 - D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the Multi-Year Term of this Agreement may be extended by up to two Contract Periods not to exceed twelve months each.
 - E. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
 - F. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
 - G. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 2 and Measurable Results Forms, such forms to be provided Contractor by the Department.

- H. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- I. The Department will provide Contractor with a Grantee Report (Appendix A1, Attachment 3) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Grantee Report.

III. Additional Requirements for Construction Projects:

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. Contracts for construction in excess of twenty thousand dollars (\$20,000) shall be awarded after and in accordance with competitive bidding requirements of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the Department prior to awarding the contract, and an executed copy of the construction contract will thereafter be submitted to the Department.
- C. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.
- D. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- E. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CRF part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
- F. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a wavier statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

V. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Division of Coastal Resources, Certificates of Insurance evidencing compliance with all requirements contained in this contract. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.
- C. All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 41 State Street, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.

- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Contract or as otherwise required by this Contract, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
 2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
- I. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.
- J. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Year 2000 Warranty

Where the project described in Appendix D involves the creation or purchase of any computer program, software, hardware or other equipment, the Contractor hereby agrees that its computer software and equipment (including those with consultants using or maintaining computer equipment) will comply with the NYS Year 2000 Warranty as stated in Appendix A1 (Attachment 1) and will, if so designed, function as part of the State agency's computer system.

IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents fishing and hunting license fees.

X. Alienation

Where the Project is undertaken on or involves parklands, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the Project acquired or developed pursuant to this Agreement or convert such facility or any portion of the Project to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in **perpetuity**. The Contractor shall not authorize the operation of the project, or any portion thereof, by

any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the Contractor would otherwise be entitled an amount equal to the monies demanded.
- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

XII. Subcontracting Requirements

The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract.

XIII. Requirements for Contract Map Products (1/01)

- A. **GENERAL MAP PRODUCT REQUIREMENTS** - The following general cartographic requirements must be adhered to by the Contractor:
 1. **Map Products** -- The Division requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this **GENERAL MAP PRODUCT REQUIREMENTS** section and the **ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS** section. If analog map products are required by the RFP, they must meet specifications outlined in this **GENERAL MAP PRODUCT REQUIREMENTS** section and the **ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS** section.
 2. **Deliverable Format** -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD, 3.5" floppy diskette media, via e-mail attachment, preferably in a WinZIP file, or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in UNIX or WindowsNT ARC/INFO export format (.e00) or ArcView shape file format on the same media types upon approval of the Division. All other

digital formats require prior approval of the Division. Coordination with the Division prior to submission of digital media is required to ensure compatibility of the delivered materials.

3. **Documentation** -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
4. **Map Accuracy** -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Division the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
5. **Datums** -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS - The following cartographic construction requirements must be adhered to by the Contractor:

1. **Edge-matching** -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
2. **Common Boundaries** -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
3. **Point Duplication** -- No duplication of points that occur within a data string is permitted.
4. **Connectivity** -- Where graphic elements visually meet, they must be also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
5. **Line Quality** -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.

6. **Polygon Closure** -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
7. **Graphic Precision** -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
8. **Digitizer Accuracy** -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

C. **ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS** - The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.

1. **Base Map Media** -- All maps must be created on mylar or other stable base material.
2. **Map Scale** -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Division, all maps should be compiled at 1:24,000. If other map scales are approved by the Division, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
3. **Map Registration** -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
4. **Map Title and Legend** -- The maps must provide a title and legend block describing the information contained on the maps, and including the **Documentation** and **Datums** information requested in the **GENERAL MAP PRODUCT REQUIREMENTS** above and the map scale.
5. **Cartographic Quality** -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the **ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS** section outlined above.

D. **CONTRACT DATABASE STANDARDS**

1. **Delivery Media** -- All database and tabular files must be provided on digital media as specified above in **Deliverable Format**.
2. **Software Format** -- All database and tabular files must be provided in Borland's Paradox for Windows95 and above version 5.1.0.4 format. Other formats that are convertible to Paradox may be used with prior approval of the Division.
3. **Geographic Attributes** -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a *Grantee Report* is required to be submitted to the Bureau of Human Resources Management of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a *Staffing Plan* on the form provided by the Department. This *Plan* will detail the work force anticipated in the performance of the state contract broken down by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an *Equal Employment Opportunity (EEO) Policy Statement* to the Department within the time frame established

by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor shall agree to the following stipulations and will include them in the *EEO Policy Statement*:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the *EEO Policy Statement* and the *Staffing Plan* enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an *EEO Policy Statement* and a *Staffing Plan* without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a *Workforce Employment Utilization Report*, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This *Report* will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Bureau of Human Resources Management by calling (518) 474-2752. To assist potential contractors, a copy of the *NYS Directory of Certified Minority and Women-owned Business Enterprises* is made available for inspection at the Department of State, Bureau of Human Resources Management, 41 State Street, Albany, New York 12231-0001. The

Department makes no representation with respect to the availability or capability of any business listed in the *Directory*.

XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

XVIII. Submission of all correspondence and documentation

A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.

B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XIX. Environmental Review

A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.

B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Fully-Executed Agreement or Amendment Thereto

A. If this Agreement or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.

B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000, it shall be deemed to be full executed when approved by the Office of the State Comptroller.

NEW YORK STATE YEAR 2000 WARRANTY STANDARD

1. **Definition** - For purposes of this warranty, the following definitions shall apply:

a. **“Product”** shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term “Product” shall include resulting deliverables.

b. **“Vendor’s Product”** shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

c. **“Third Party Product”** shall include product manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. “Third party Product” does not include product where Vendor is: a) a corporate subsidiary or affiliate of the their party manufacturer/developer; and/or b) the exclusive reseller or distributor of product manufactured or developed by said corporate entity.

2. **Warranty Disclosure**

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to authorized User:

a) **For Vendor Product and for Products (including, but not limited to, Vendor and/or Third party Products and/or Authorized User’s Installed Product) which have been specified to perform as a system:** Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and

b) **For Third Party Product Not specified as Part of a System:** Third Party Manufacturer’s statement of compliance or non-compliance of any Third party Product being delivered with Third Party Manufacturer/Developer’s Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer’s Year 2000 Warranty, Vendor shall pass through said Third Party Warranty from the Third Party Manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party’s compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. **Warranty Statement**

Year 2000 warranty ‘compliance’ shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User’s ongoing business processed, time being of the essence, at Vendor’s sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Division of Coastal Resources* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: _____
2. Name of Municipality: _____
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. EPF, Clean Water/Clean Air Bond Act, etc.): _____
 - b. Local funds expended: _____
 - c. Other funds expended: _____
4. Project Manager:

Name: _____

Title: _____

Mailing address: _____

Tel. number: () _____

Fax number: () _____

E-mail address: _____
5. Federal Tax Identification Number: _____
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
 - a. For a Planning Project describe the findings or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Measurable Results: To be completed on forms attached.
10. Project Documentation: The Department of State, *Division of Coastal Resources* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers

participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- ☐ For design projects, visuals of renderings and/or graphics that depict the final product.
- ☐ For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- ☐ For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

Minority and Women-owned Business Enterprises (MWBE) Program Coastal Management Program Grantee Report

INSTRUCTIONS:

1. Please prepare reports based on calendar quarters, or prepare one annual report.
2. Use a separate Grantee Report sheet for each program area
3. Record the amount paid for each service/product for the time period identified below.
4. Send completed reports to the Bureau of Human Resources Management at the above address.

REPORT PERIOD

Report should cover a calendar quarter OR the program year. FROM: TO:
 Enter the inclusive dates of the quarter or for the program year. ↗ ↗ ↗

GRANTEE NAME	PROGRAM	DOS CONTRACT NUMBER
GRANTEE ADDRESS		SERVICE AREA of GRANT
NAME and TITLE of CONTACT PERSON (Please Print)		() TELEPHONE NUMBER

VENDOR NAME and ADDRESS	TYPE of VENDOR	DESCRIPTION of SERVICE/PRODUCT	AMOUNT PAID THIS PERIOD	COMMENTS
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		\$	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			

Appendix B

BUDGET SUMMARY

A. Salaries & Wages (including Fringe Benefits)	\$	\$2,000.00
B. Travel	\$	\$0.00
C. Supplies/Materials	\$	\$3,000.00
D. Equipment	\$	\$0.00
E. Contractual Services	\$	\$25,000.00
F. Other	\$	\$0.00
TOTAL PROJECT COST	\$	\$30,000.00
<hr/>		
Total State Funds (50 % of Total)	\$	\$15,000.00
Total Local Share (50% of Total)	\$	\$15,000.00

Appendix B (Budget Detail Sheet)

A. SALARIES & WAGES		
<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>AMOUNT CHARGED TO THIS PROJECT</u>
Planning and Community Development Coordinator	\$60,080.00	\$1,000.00
Planner	\$50,022.00	\$1,000.00
		SUBTOTAL \$2,000.00

B. TRAVEL.
SUBTOTAL \$ 0.00

C. SUPPLIES/MATERIALS
Meeting accommodations, notifications and publicity.
SUBTOTAL \$3,000.00

D. EQUIPMENT
SUBTOTAL \$ 0.00

E. CONTRACTUAL SERVICES
SUNY-ESF to conduct a public outreach and participation process, document public input and recommend strategies.
Consultant to participate in public participation process, assist in inventory and analysis and the development of a market analysis, and the recommendation of strategies.
SUBTOTAL \$ 25,000.00

F. OTHER
SUBTOTAL \$ 0.00

APPENDIX C

Payment and Reporting Schedule

I. Payment Schedule

- A. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Funds Requested. The final payment will be made upon satisfactory completion of the Project.
- B. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department, and required work products documenting completion of one or more of the tasks set forth in Appendix D, Program Workplan, and total project costs incurred to date, may be submitted.
 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required Detail Study, and (3) a properly executed State Voucher.
 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Funds and Local Share costs in the same proportions as Total State Funds is to Total Local Share as set forth on the Face Page.
 4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above, less all previous payments to date.
 5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report and Measurable Results Forms. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.

C. Payment requests shall be submitted to:

New York State Department of State
Contract Administration Unit - LWRP
41 State Street - 10th Floor
Albany, New York, 12231-0001

D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

**APPENDIX D
PROGRAM WORK PLAN**

Contractor:	City of Watertown
Program Contact Person:	Kenneth A. Mix, Planning and Community Development Coordinator
Phone: (Office)	315-785-7730
(Fax)	315-782-9014

1. Project Name and Description

The project involves the start of a new Local Waterfront Revitalization Program (LWRP) pursuant to the provisions of NYS Executive Law, Article 42, for the City of Watertown. To begin the process of preparing a comprehensive LWRP, the Department of State is requiring that municipalities conduct a community participation program to generate a broad community understanding of waterfront issues, create a community consensus for the future of their waterfront, and develop a strategy for the steps needed to advance the consensus. The City of Watertown intends to conduct a community participation process to identify issues to be addressed in a comprehensive LWRP, and to develop a long-term vision for revitalization of the City's center. The primary community issues expected to be addressed in the public participation process have been preliminarily identified as public access, whitewater recreational enhancements, regulation of waterfront uses, fishery development, education, water quality, and clean-up of waterfront debris and blight. The City has a prior arrangement with the State University of New York, College of Environmental Science and Forestry to assist in the development and implementation of the community participation process, and the development of the long-term vision. In addition, a consultant will be hired to assist in the community participation process, and to provide planning and market analysis assistance, as needed. Costs incurred as of January 1, 2003 will be eligible for reimbursement under this contract.

2. Project Attribution

The City of Watertown must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Division of Coastal Resources to the project. The materials must include the following acknowledgment: *"This (document, report, map, etc.) was prepared for the New York State Department of State, Division of Coastal Resources with funds provided under Title 11 of the Environmental Protection Fund."*

3. Component Tasks

Public participation process for the start of the Local Waterfront Revitalization Program shall involve the following tasks and provisions:

Task 1: Initial RFP Scoping Meeting

The City of Watertown, the Department of State, and SUNY-ESF shall hold an initial meeting to review project requirements and identify the criteria for selecting a consultant to assist in completion of the public participation and visioning process. The City of Watertown shall prepare a brief summary to clearly indicate the responsibilities and qualifications of such consultant to be included in the RFP.

Product: Scoping meeting with appropriate parties. Meeting summary with notes indicating the responsibilities and qualifications of the consultant to be selected.

Task 2: Request for Proposals

The City of Watertown shall draft a Request for Proposals (RFP) including a complete project description, expected final results, and criteria for selecting a preferred proposal. The RFP will be submitted to the Department of State for review and approval prior to release for solicitation of proposals.

Product: Approved RFP released through advertisement in local papers and other appropriate means.

Task 3: Consultant Selection

In consultation with the Department of State, the City of Watertown shall review all proposals received as a result of the RFP. The consultant selected is subject to approval by the Department of State.

Product: Consultant selected.

Task 4: Sub-contract Preparation and Execution

The City of Watertown shall prepare a draft contract to conduct the work with the selected consultant. The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the design, a payment schedule (payments should be tied to receipt of products in the work plan), and a project cost. The City of Watertown will submit the draft contract to the Department of State for review and approval. A copy of the final contract, incorporating DOS's comments on the draft, will be provided to the Department of State.

Product: Executed consultant contract.

Task 5: Establishment of a Quality Community Committee

The City of Watertown shall establish a Quality Community Committee to oversee the public participation and visioning process in cooperation with municipal officials and the consultant. The Committee shall be representative of community interests and those of key State agencies. To the extent necessary to achieve broad representation in the visioning process, additional representatives may be identified in consultation with SUNY-ESF.

Product: Quality Community Committee established.

Task 6: Initial Scoping Meeting

The City of Watertown, with the Quality Community Committee, the Department of State, SUNY-ESF, and the consultant shall hold an initial meeting to review project requirements, identify community issues, transfer any information to the consultant which would assist in completion of the public participation and visioning process. The City of Watertown shall prepare a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

Product: Scoping meeting with appropriate parties. Meeting summary with note of agreements/understandings reached.

Task 7: Community Center/Waterfront Revitalization Area Boundary

The City of Watertown shall prepare a narrative and graphic description of the City of Watertown's community center and waterfront revitalization areas. The waterfront area should include those portions of the water body within the City of Watertown, as well as adjacent land and other land, which affect the water body through drainage, viewshed, and any other factors. The waterfront area must include the City of Watertown's entire waterfront, not scattered parcels. The narrative will be accompanied by a boundary map.

Products: Narrative and map of the community center/waterfront revitalization area boundary.

Task 8: Preparation of the Community Outreach Process

The City of Watertown, the Quality Community Committee, and SUNY-ESF, shall prepare a method to encourage community participation in the visioning process. The outreach process shall identify and invite key individuals and organizations to participate on a coordinating committee to guide the outreach process. Once identified, the City and SUNY-ESF will organize a meeting of these individuals to discuss the visioning process and the group's role in coordinating the community outreach and assisting with the workshop logistics. The outreach plan is subject to approval by the Department of State.

Product: An approved community outreach process plan.

Task 9: Preliminary Research, Inventory and Analysis

Based on staff interviews, review of existing documents, GIS resources and appropriate additional research and site analysis, the City of Watertown, SUNY-ESF, and consultant shall develop a preliminary list of issues and opportunities. SUNY-ESF will design workshop activities and prepare materials needed to conduct those activities. A preliminary inventory and analysis of existing conditions shall be developed, as needed to assist in the identification and issues and opportunities, including, but limited to, the following:

- Existing land use
- Existing water use
- Existing zoning and other relevant local development controls
- Land ownership patterns, including underwater lands
- Buildings (levels, gross square footage, original use, current use, condition, reuse potential, and ownership)
- Public access and recreational resources
- Infrastructure (i.e. water supply, sewage disposal, solid waste disposal, transportation systems, parking lots and garages)
- Historic resources (National Register sites and districts, locally designated resources, archaeological resources)
- Cultural and arts facilities and programs
- Local leadership network
- State agency facilities in the region that could be relocated to the community center
- Scenic resources
- Topography and geology
- Water quality (point and nonpoint sources)
- Natural resources (wetlands, steep slopes, minerals, etc.)
- Flooding and erosion
- Significant fish and wildlife habitats

- Environmental issues (hazardous waste sites, solid waste, etc.)
- Navigation and dredging issues

Product: Preliminary list of issues and opportunities, and workshop handouts and materials.

Task 10: Community Vision Workshop: Identifying Issues and Opportunities

The City of Watertown, SUNY-ESF, and consultant shall conduct the first public workshop. Workshop activities shall be designed to help participants reveal the ways in which they use and value their riverfront, and the varied relationships between the riverfront and different city neighborhoods. Participants will also identify important issues and opportunities, and discuss what they would like to change if they could.

Product: Summary analysis of the workshop activities and findings.

Task 11: Draft Issues, Opportunities, and Vision Report

The City of Watertown, SUNY-ESF, and consultant shall prepare a draft LWRP issues, opportunities and vision document reflecting the views of the community.

Product: Draft LWRP issues and vision report.

Task 12: Design and Planning Alternatives

Based on the initial workshop, the City, SUNY-ESF, and the consultant shall begin to conduct focused research based on the draft LWRP issues, opportunities, and vision document. They will identify appropriate case studies from other communities to share with the community and prepare materials to facilitate the community's exploration on alternatives expressed in their vision.

Product: Case study documentation and workshop materials.

Task 13: Community Vision Workshop: Exploring Alternatives

The City of Watertown, SUNY-ESF, and consultant shall conduct a second public workshop. They will review the summary of analysis of the first workshop and present the draft LWRP issues, opportunities and vision document. Through facilitated activities, the participants will review and edit/revise the draft document. Case studies of river development efforts in other communities will be shared, after which participants will explore alternative expressions of their vision, consider future choices and begin to identify actions they can take to implement their vision.

Product: Summary analysis of workshop activities and findings.

Task 14: Draft LWRP Issues, Vision, and Strategies Report

The City of Watertown, SUNY-ESF, and consultant shall prepare a summary analysis of workshop activities and prepare a draft LWRP issues, opportunities, vision, and strategies document, reflecting the ideas and views expressed at the second public workshop. The document shall include a revised vision statement and illustrate community expressions of the vision, and provide a preliminary list of specific actions and strategies to address the identified issues and to achieve the vision. In addition, the document may include an initial market analysis, as a test of the feasibility of the expressed vision.

Product: Draft LWRP issues, opportunities, vision, and strategies report.

Task 15: Community Vision Workshop: Implementing the Vision

Following completion of the draft LWRP issues, vision, and strategies report, the City of Watertown, SUNY-ESF, and consultant shall conduct a final public workshop to present the draft LWRP issues, opportunities, vision, and strategies document and solicit public input regarding the completeness and accuracy of the report. In addition, the participants will discuss and identify short- and long-term priorities, as well as strategies for continuing public participation in the implementation process. The purpose of the workshop is to foster an appreciation for the Black River waterfront area as a community asset and celebrate the work accomplished by the community through the visioning workshops. There will be opportunities to discuss next steps and case studies of other river development efforts.

Product: Summary and analysis of community workshop.

Task 16: Final LWRP Issues, Vision, and Strategies Report

The City of Watertown, SUNY-ESF, and consultant shall prepare a final LWRP issues, opportunities, vision, and strategies document, reflecting the ideas and views expressed at the third public information meeting. The final document shall be submitted to the Department of State.

Product: Final LWRP Issues, Vision, and Strategies Report.

Task 17: Quarterly Reports

The City of Watertown shall submit to the Department of State quarterly reports on the form provided, including the extent of work accomplished, any problems encountered, and any assistance needed. If a quarterly payment request is submitted, the quarterly report may be submitted as part of the payment request.

Products: Quarterly reports during the life of the contract.

Task 18: Measurable Results

The City of Watertown shall complete the Measurable Results form attached to this work program and provide a copy to the Department of State.

Product: Completed Measurable Results form.

4. Other Responsibilities

1. The City of Watertown shall be responsible for the preparation of each of the above-described component documents and reports to the satisfaction of the Department of State.
2. The City of Watertown shall be responsible for the preparation of maps and other graphics in formats and scale acceptable to the Department of State.
3. The City of Watertown shall provide the Department of State with five (5) copies of an acceptable Final LWRP Issues, Vision, and Strategies Report.

2. Schedule

Task Description													Expected Products	
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12		
1. Initial RFP Scoping Meeting	■													Responsibilities and qualifications
2. Request for Proposals	■													Approved RFP released
3. Consultant selection	■	■												Planning consultant selected
4. Sub-contract preparation		■												Executed consultant sub-contract
5. Quality Community Committee	■													Establishment of QC Committee
6. Initial Scoping Meeting		■												Summary of scoping meeting
7. Waterfront Area Boundary		■												Boundary Narrative and Map
8. Community Outreach Process	■	■												Approved Outreach Process Plan
9. Preliminary Inventory and Analysis		■	■											Preliminary List of Issues/Materials
10. Community Vision Workshop		■												Summary Analysis and Findings
11. Draft Issues & Vision Report			■											Draft LWRP Issues & Vision Report
12. Design and Planning Alternatives			■											Case Study Documentation/Materials
13. Community Vision Workshop			■											Summary Analysis and Findings
14. Draft LWRP Issues, Vision, and Strategies Report				■										Draft LWRP Issues, Vision, and Strategies Report
15. Community Vision Workshop				■										Summary Analysis and Findings
16. Final LWRP Issues, Vision, and Strategies Report					■	■								Final LWRP Issues, Vision, and Strategies Report
17. Quarterly Reports			■			■								Quarterly reports

Task Description													Expected Products	
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12		
18. Measurable results														Completed results form

Agency Code: 19000

Contract Period: _____

Contract No.: C006290
Funding for Period: \$15,000.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Watertown (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C006290, as amended above and in attached Appendice(s)

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____

By: _____

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

State of New York)

County of _____)ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, _____, being by me duly sworn, did depose and say that he/she/they reside(s) in

_____ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the _____ (title of officer or employee) of the _____ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

NOTARY PUBLIC

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

October 16, 2003

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: Local Waterfront Revitalization Program Grant

The New York State Department of State, Division of Coastal Resources has awarded the City of Watertown a \$95,000 grant to complete a Local Waterfront Revitalization Program for the Black River under Title 11 of the Environmental Protection Fund. This provides 50% of the funding for a \$190,000 project.

The Department of State previously awarded the City a \$15,000 grant to start the process of preparing a comprehensive LWRP. The LWRP process began earlier this year when faculty and students from the State University of New York College of Environmental Science and Forestry's (ESF) landscape architecture and planning programs conducted community participation workshops.

The students worked to develop, document and illustrate the ideas and concepts identified by the community at the workshops. We are currently awaiting the submission of a LWRP Issues, Vision and Strategies Report from the ESF faculty, which will guide the completion of the LWRP.

The \$95,000 grant from the Department of State will be used for completing the LWRP, designing projects at Hole Brothers and the Route 3 Wave, and creating a Black River exhibit at the NYS Living Museum. The completed LWRP will be a comprehensive planning document that will guide the use, revitalization, and protection of the City's waterfront resource.

A grant agreement with the NYS Department of State is required for this project and is attached for Council review.

The attached resolution authorizes the City Manager, Mary M. Corriveau, to enter into and execute the Project Agreement on behalf of the City and further authorizes the City Manager to act on behalf of the City Council in all matters related to the financial assistance for this project.

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Enter Into And Execute the Project Agreement for a \$95,000 Grant Through the New York State Department of State for the Completion of a Local Waterfront Revitalization Program

Councilwoman BURNS, Roxanne M.

Councilman CLOUGH, Peter L.

Councilman SIMMONS, Paul A.

Councilman SMITH, Jeffrey M.

Mayor BUTLER, Joseph M.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced by

Councilman Jeffrey M. Smith

WHEREAS the New York State Department of State, Division of Coastal Resources has announced that the City of Watertown has been awarded a \$95,000 grant under Title 11 of the Environmental Protection Fund to complete a Local Waterfront Revitalization Program for the Black River within the City, and

WHEREAS the City Council desires to revitalzie the waterfront along the Black River, and

WHEREAS the City must enter into a Project Agreement with the New York State Department of State for this project,

NOW THEREFORE BE IT RESOLVED that the City Manager, Mary M. Corriveau, is hereby directed to enter into and execute the Project Agreement on behalf of the City Council of the City of Watertown, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act on behalf of the City Council in all further matters related to the financial assistance for this project.

Seconded by Councilman Peter L. Clough

FACE PAGE

STATE AGENCY (Name and Address):

NYS Department of State
41 State Street
Albany, NY 12231-0001

NYS COMPTROLLER'S #:

C006357

ORIG. AGENCY CODE:

19000

CONTRACTOR (Name and Address):

City of Watertown
245 Washington Street
Watertown, NY 13601

TYPE OF PROGRAM: Environmental Protection
Fund Act**STATE SHARE FUNDING AMOUNT FOR
INITIAL PERIOD** \$95,000.00**LOCAL SHARE FUNDING AMOUNT FOR
INITIAL PERIOD** \$95,000.00**FEDERAL TAX IDENTIFICATION NUMBER:**

15-6000419

INITIAL CONTRACT PERIOD:**FROM:** December 1, 2003 **TO:** March 31, 2005**MUNICIPALITY #****MULTI-YEAR TERM (If applicable):****From:** December 1, 2003 **To:** March 31, 2006**APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT**

APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1 Including Attachments 1, 2, & 3 thereto:	Agency-specific clauses
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Workplan
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C006357

CONTRACTOR

City of Watertown

By: Mary Corriveau
Mary M. Corriveau
(Print Name)

Title: City Manager

Date: 12-5-03

STATE AGENCY:

New York State Department of State

By: Judith E. Kenny
Judith E. Kenny

DOS Director of Administration
and Management

Title: _____

Date: 12/17/03

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of Jefferson)ss:

On this 5th day of December, 2003, before me personally came Mary M. Corriveau to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 241 Clinton St., Watertown, NY (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the City Manager (title of officer or employee) of the City of Watertown (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

Sonja C. Thompson
NOTARY PUBLIC

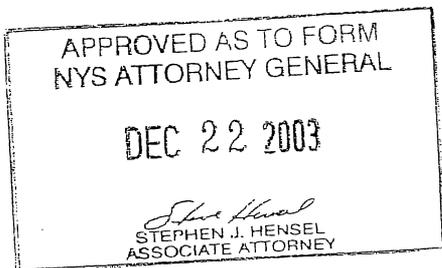
SONJA C. THOMPSON
Notary Public in the State of New York
Qualified In Jefferson County, No. 4054429
My Commission Expires 8/14/05

ATTORNEY GENERAL'S SIGNATURE:

Title: _____
Date: _____

Approved:

Alan G. Hevesi
Comptroller



By: _____
Date: _____



STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of the AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its

subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

Standard Clauses for All New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance

of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractor's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of

the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street, 7th floor
Albany, New York 12245
518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street, 2nd floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (I) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

- I. This Agreement has been entered into pursuant to the following understandings:
 - A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
 - B. The Department is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
 - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
 - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
 - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

- II. General
 - A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
 - B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
 - C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
 - D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the Multi-Year Term of this Agreement may be extended by up to two Contract Periods not to exceed twelve months each.
 - E. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
 - F. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
 - G. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 2 and Measurable Results Forms, such forms to be provided Contractor by the Department.

- H. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- I. The Department will provide Contractor with a Quarterly Contractor Report (Appendix A1, Attachment 3) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- J. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 4) on a six month basis for the periods ending June 30 December 31. Reports are due no later than 30 days following the end of each reporting period.

III. Additional Requirements for Construction Projects:

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. Agreements for construction in excess of twenty thousand dollars (\$20,000) shall be awarded after and in accordance with competitive bidding requirements of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the Department prior to awarding the Agreement, and an executed copy of the construction contract will thereafter be submitted to the Department.
- C. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.
- D. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- E. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design./construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
- F. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a wavier statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

V. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Division of Coastal Resources, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 41 State Street, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.

- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
 2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
- I. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.
 - J. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.

- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Year 2000 Warranty

Where the project described in Appendix D involves the creation or purchase of any computer program, software, hardware or other equipment, the Contractor hereby agrees that its computer software and equipment (including those with consultants using or maintaining computer equipment) will comply with the NYS Year 2000 Warranty as stated in Appendix A1 (Attachment 1) and will, if so designed, function as part of the State agency's computer system.

IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents fishing and hunting license fees.

X. Alienation

Where the Project is undertaken on or involves parklands, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the Project acquired or developed pursuant to this Agreement or convert such facility or any portion of the Project to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in **perpetuity**. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the Contractor would otherwise be entitled an amount equal to the monies demanded.
- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

XII. Subcontracting Requirements

The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract.

XIII. Requirements for Contract Map Products (1/01)

- A. **GENERAL MAP PRODUCT REQUIREMENTS** - The following general cartographic requirements must be adhered to by the Contractor:
 - 1. **Map Products** -- The Division requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this **GENERAL MAP PRODUCT REQUIREMENTS** section and the **ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS** section. If analog map products are required by the RFP, they must meet specifications outlined in this **GENERAL MAP PRODUCT REQUIREMENTS** section and the **ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS** section.
 - 2. **Deliverable Format** -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD, 3.5" floppy diskette media, via e-mail attachment, preferably in a WinZIP file, or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in UNIX or WindowsNT ARC/INFO export format (.e00) or ArcView shape file format on the same media types upon approval of the Division. All other digital formats require prior approval of the Division. Coordination with the Division prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - 3. **Documentation** -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under

federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".

4. **Map Accuracy** -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Division the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
5. **Datums** -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS - The following cartographic construction requirements must be adhered to by the Contractor:

1. **Edge-matching** -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
2. **Common Boundaries** -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
3. **Point Duplication** -- No duplication of points that occur within a data string is permitted.
4. **Connectivity** -- Where graphic elements visually meet, they must be also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
5. **Line Quality** -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
6. **Polygon Closure** -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
7. **Graphic Precision** -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
8. **Digitizer Accuracy** -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

C. ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS - The following requirements for large scale, non-digital map products must be followed to facilitate the future

conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.

1. **Base Map Media** -- All maps must be created on mylar or other stable base material.
2. **Map Scale** -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Division, all maps should be compiled at 1:24,000. If other map scales are approved by the Division, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
3. **Map Registration** -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
4. **Map Title and Legend** -- The maps must provide a title and legend block describing the information contained on the maps, and including the **Documentation** and **Datums** information requested in the **GENERAL MAP PRODUCT REQUIREMENTS** above and the map scale.
5. **Cartographic Quality** -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the **ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS** section outlined above.

D. CONTRACT DATABASE STANDARDS

1. **Delivery Media** -- All database and tabular files must be provided on digital media as specified above in **Deliverable Format**.
2. **Software Format** -- All database and tabular files must be provided in Borland's Paradox for Windows95 and above version 5.1.0.4 format. Other formats that are convertible to Paradox may be used with prior approval of the Division.
3. **Geographic Attributes** -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with

generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.

- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. ~~This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises.~~ Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement³ to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.

- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.

- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.

- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.

- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Minority and Women-owned Business Program by calling (518) 474-5741. To assist potential contractors, the NYS Directory of Certified Minority and Women-owned Business Enterprises can be viewed at the Department of State, Minority and Women-owned Business Program, Eleventh Floor, 41 State Street, Albany, New York 12231-0001. To access the Directory using the Internet, use the Department of Economic Development website at: <http://www.empire.state.ny.us>; choose "Business Services" then "Minority/Women's Business," then choose "Search the Directory. . ."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

XVIII. Submission of all correspondence and documentation

A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.

B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XIX. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000, it shall be deemed to be full executed when approved by the Office of the State Comptroller.

NEW YORK STATE YEAR 2000 WARRANTY STANDARD

1. Definition - For purposes of this warranty, the following definitions shall apply:

- a. **“Product”** shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term “Product” shall include resulting deliverables.
- b. **“Vendor’s Product”** shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. **“Third Party Product”** shall include product manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. “Third party Product” does not include product where Vendor is: a) a corporate subsidiary or affiliate of the their party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to authorized User:

- a) **For Vendor Product and for Products (including, but not limited to, Vendor and/or Third party Products and/or Authorized User’s Installed Product) which have been specified to perform as a system:** Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b) **For Third Party Product Not specified as Part of a System:** Third Party Manufacturer’s statement of compliance or non-compliance of any Third party Product being delivered with Third Party Manufacturer/Developer’s Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer’s Year 2000 Warranty, Vendor shall pass through said Third Party Warranty from the Third Party Manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party’s compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty ‘compliance’ shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User’s ongoing business processed, time being of the essence, at Vendor’s sole cost and expense. This warranty does not extend to correction of Authorized User’s errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Division of Coastal Resources* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: _____
2. Name of Municipality: _____
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): _____
 - b. Local funds expended: _____
 - c. Other funds expended: _____
4. Project Manager: Name: _____
Title: _____
Mailing address: _____

Tel. number: () _____
Fax number: () _____
E-mail address: _____
5. Federal Tax Identification Number: _____
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
 - a. For a Planning Project describe the findings or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Measurable Results: To be completed on forms attached.
10. Project Documentation: The Department of State, *Division of Coastal Resources* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- For design projects, visuals of renderings and/or graphics that depict the final product.
- For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report

INSTRUCTIONS:

1. Please prepare reports based on calendar quarters, or prepare one annual report.
2. Use a separate Report sheet for each contract or program area
3. Record the amount paid for each service/product for the time period identified below.
4. Send completed reports to the Minority and Women-owned Business Enterprises Program at the above address.

REPORT PERIOD

Report should cover a calendar quarter OR the program year. FROM: _____ TO: _____
 Enter the inclusive dates of the quarter or for the program year. ↗ ↗ ↗

<i>CONTRACTOR NAME</i>	<i>PROGRAM</i>	<i>DOS CONTRACT NUMBER</i>		
<i>CONTRACTOR ADDRESS</i>		<i>Service Area of Contract Work</i>		
<i>NAME and TITLE of CONTACT PERSON (Please Print)</i>		<i>() TELEPHONE NUMBER</i>		
VENDOR NAME and ADDRESS	TYPE of VENDOR	DESCRIPTION of SERVICE/PRODUCT	AMOUNT PAID THIS PERIOD	COMMENTS
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		\$	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			

CONTRACTOR: _____

Agreement # _____

PROJECT STATUS

As of _____

(Submit semi-annually and with each payment request.)

Please list all tasks and indicate the status of each. Attach additional pages if necessary.

- ▶ **Task #** should match the task number in the Agreement work program.
- ▶ **A/T** indicate if **Date of Completion** is **Actual** or **Target Date** for anticipated completion of the task.
- ▶ **Products/Accomplishments** should list products completed or other accomplishments.

<u>Task #</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Percent of Completion</u>	<u>Products/Accomplishments</u>
---------------	------------	---------------------------	------------------------------	---------------------------------

Please note problems encountered, proposed adjustment(s) to work program/schedule, and reason(s) for proposed adjustment(s):

Please provide the following information:

Name of contact Person: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Appendix B

BUDGET SUMMARY

A. Salaries & Wages (including Fringe Benefits)	\$	\$1,200.00
B. Travel	\$	\$0.00
C. Supplies/Materials	\$	\$0.00
D. Equipment	\$	\$0.00
E. Contractual Services	\$	\$182,500.00
F. Other	\$	\$6,300.00
<hr/>		
TOTAL PROJECT COST	\$	\$190,000.00
Total State Funds (50 % of Total)	\$	\$95,000.00
Total Local Share (50% of Total)	\$	\$95,000.00

Appendix B (Budget Detail Sheet)

A. SALARIES & WAGES		
<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>AMOUNT CHARGED TO THIS PROJECT</u>
Planner	\$43,685.00	\$1,200.00
SUBTOTAL		\$1,200.00

B. TRAVEL		
SUBTOTAL		\$ 0.00

C. SUPPLIES/MATERIALS		
SUBTOTAL		\$ 0.00

D. EQUIPMENT		
SUBTOTAL		\$ 0.00

E. CONTRACTUAL SERVICES		
Planning consultant - completion of LWRP - \$60,000.00		
A/E Consultant - Whitewater feasibility and design on the Black River - \$100,000.00		
Consultant - New York State Living Museum exhibit design and construction - \$22,500.00		
SUBTOTAL		\$ 182,500.00

F. OTHER		
Volunteer services:		
•	New York State Living Museum staff: research, development, design, implementation and installation = 340 hours x \$15/hr = \$5,100.00	
•	Tug Hill Tomorrow Land Trust Executive Director: research, development, and implementation = 80 hours x \$15/hr = \$1,200.00	
SUBTOTAL		\$ 6,300.00

APPENDIX C

Payment and Reporting Schedule

I. Payment Schedule

- A. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Funds Requested. The final payment will be made upon satisfactory completion of the Project.
- B. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department, and required work products documenting completion of one or more of the tasks set forth in Appendix D, Program Workplan, and total project costs incurred to date, may be submitted.
 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required Detail Study, and (3) a properly executed State Voucher.
 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Funds and Local Share costs in the same proportions as Total State Funds is to Total Local Share as set forth on the Face Page.
 4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above, less all previous payments to date.
 5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report and Measurable Results Forms. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.

C. Payment requests shall be submitted to:

New York State Department of State
Contract Administration Unit - LWRP
41 State Street - 10th Floor
Albany, New York, 12231-0001

D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

PROGRAM WORKPLAN

Contractor: City of Watertown
Program Contact Person: Kenneth A. Mix
Phone: (Office) 315-785-7730
(Fax) 315-782-9014

LOCAL WATERFRONT REVITALIZATION PROGRAM

1. Project Name and Description

The project involves three separate components. The first component is the completion of, a new Local Waterfront Revitalization Program (LWRP) pursuant to the provisions of NYS Executive Law, Article 42, for the City of Watertown. The City of Watertown is located on the Black River; a designated Significant Coastal Fish and Wildlife Habitat. The project includes a community participation process to identify issues to be addressed in a LWRP, and to develop a long-term vision for revitalization of the community's center, funded under a previous Environmental Protection Fund grant. The primary community issues expected to be addressed in the Local Waterfront Revitalization Program have been preliminarily identified as public access, whitewater enhancements, regulation of use, fishery development, education, water quality and clean-up of debris. The project also includes preparation of a harbor management plan as set forth in 19 NYCRR Part 603 and further described in guidelines prepared by the Department of State.

The second component involves preparation of a feasibility study report and preliminary design for streambed modifications and shoreline improvements at selected locations on the Black River for proposed whitewater recreation and competition course within the City of Watertown. Watertown hosted the TEVA Black River Rodeo and was one of two finalists for the 2005 World Whitewater Rodeo. The Black River has also attracted the attention of USA Canoe/Kayak (US Olympic sanctioned organization).

The third component involves the construction of the permanent Black River exhibit at the New York State Living Museum (NYSLM). The new exhibit would detail the nature of the Black River watershed and its relation to the City of Watertown, the Adirondack Park, Tug Hill and the Great Lakes and describing its importance as a natural and economic resource for the City, the North Country and New York State. It is intended to build understanding and appreciation of the river and its role in the future of Watertown and the state. The exhibit will link to other exhibits of wildlife and habitats at the NYSLM so that visitors can have live encounters with denizens of the watershed.

The NYSLM will serve as consultant in the design of the exhibit, and will subcontract for the services of an ecologist/hydrologist to research habitats, and the geomorphology of the river and watershed. The NYSLM will also subcontract with a historian to develop story lines and a time line regarding the history of human use and development of the watershed and river, including the historic Black River Canal (Rome to Carthage), hydro power development, fisheries and flood control measures. Researchers will also document the history of recreational use of the river and its tributaries.

2. **Project Attribution and number of copies**

The City of Watertown must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Division of Coastal Resources to the project. The materials must include the following acknowledgment: "This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund."

The City of Watertown will provide the Department of State with 3 copies of all draft, interim and final products unless otherwise specified in the tasks.

3. **General Tasks**

Quarterly Reports

The City of Watertown shall submit to the Department of State quarterly reports on the form provided, including the extent of work accomplished, any problems encountered, and any assistance needed. If a quarterly payment request is submitted, the quarterly report may be submitted as part of the payment request.

Products: Quarterly reports during the life of the contract.

Measurable Results

The City of Watertown shall complete the Measurable Results form attached to this work program and provide a copy to the Department of State.

Product: Completed Measurable Results form.

4. **Project Management Responsibilities:**

The City of Watertown shall secure all necessary permits and perform all required environmental reviews.

Approval by the Department of State of any and all consultant subcontracts is necessary before work can commence.

Approval by the Department of State of any and all design, site plan, and preconstruction documents is necessary before construction can begin.

Approval by the Department of State is necessary before purchase of any equipment.

COMPLETION OF LOCAL WATERFRONT REVITALIZATION PROGRAM

1. Project Description

The project involves the start of preparations for, and completion of, a new Local Waterfront Revitalization Program (LWRP) pursuant to the provisions of NYS Executive Law, Article 42, for the City of Watertown. The City of Watertown is located on the Black River. The project includes a community participation process to identify issues to be addressed in a LWRP, and to develop a long-term vision for revitalization of the community's center, funded under a previous Environmental Protection Fund grant. The primary community issues expected to be addressed in the Local Waterfront Revitalization Program have been preliminarily identified as public access, whitewater enhancements, regulation of use, fishery development, education, water quality and clean-up of debris. The project also includes preparation of a harbor management plan as set forth in 19 NYCRR Part 603 and further described in guidelines prepared by the Department of State.

2. Component Tasks

Public participation process for the start of the Local Waterfront Revitalization Program shall involve the following tasks and provisions (**Note - The items listed below in the shaded areas are applicable to the visioning process. To the extent that they have been completed, they are not required for completion of the LWRP which is the subject of this agreement**):

Task 1: File notice in the Environmental Notice Bulletin of intent to prepare a Local Waterfront Revitalization Program (The LWRP is a Type I action)

The City of Watertown shall act as the lead agency under the State Environmental Quality Review Act (SEQRA) and will file the required notices. With regard to SEQRA, the City of Watertown and the Department of State are involved agencies, since the Local Waterfront Revitalization Program must be formally adopted by the City of Watertown and approved by the New York State Secretary of State.

Task 2: Request for Proposals

The City of Watertown shall draft a Request for Proposals (RFP) including a complete project description, expected final results, and criteria for selecting a preferred proposal. The RFP will be submitted to the Department of State for review and approval prior to release for solicitation of proposals.

Product: Approved RFP released through advisement in local papers and other appropriate means.

Task 3: Consultant Selection

In consultation with the Department of State, the City of Watertown shall review all proposals received as a result of the RFP. The consultant selected is subject to approval by the Department of State.

Product: Consultant selected.

Task 4: Sub-contract Preparation and Execution

The City of Watertown shall prepare a draft contract to conduct the work with the selected consultant. The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the design, a payment schedule (payments should be tied to receipt of products in the work plan), and a project cost. The City of Watertown will submit the draft contract to the Department of State for review and approval. A copy of the final contract, incorporating DOS's comments on the draft, will be provided to the Department of State.

Product: Executed consultant contract.

Task 5: Establishment of a Quality Community Committee

The City of Watertown shall establish a Quality Community Committee to oversee the public participation and visioning process in cooperation with municipal officials and the consultant. The Committee shall be representative of community interests and those of key State agencies. To the extent necessary to achieve broad representation in the visioning process, additional representatives may be identified in consultation with SUNY-ESF.

Product: Quality Community Committee established.

Task 6: Initial Scoping Meeting

The City of Watertown, with the Quality Community Committee, the Department of State, SUNY-ESF and the consultant shall hold an initial meeting to review project requirements, identify community issues, transfer any information to the consultant which would assist in completion of the Local Waterfront Revitalization Program, and review the Local Waterfront Revitalization Program preparation process. The City of Watertown shall prepare a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

Product: Scoping meeting with appropriate parties. Meeting summary with note of agreements/understandings reached.

Task 7: Section I - Community Center/Waterfront Revitalization Area Boundary

The City of Watertown shall prepare a narrative and graphic description of the City of Watertown's community center and waterfront revitalization areas. The waterfront area should include those portions of the water body within the City of Watertown, as well as adjacent land and other land, which affect the water body through drainage, watershed, and any other factors. The waterfront area must include the City of Watertown's entire waterfront, not scattered parcels. The narrative will be accompanied by a boundary map.

Products: Narrative and map of the community center/waterfront revitalization area boundary.

Task 8: Preparation of the Community Outreach Process

The City of Watertown, the Quality Community Committee, and SUNY-ESF, shall prepare a method to encourage community participation in the visioning process. The outreach process shall identify and invite key individuals and organizations to participate on a coordinating committee to guide the outreach process. Once identified, the City and SUNY-ESF will organize a meeting of these individuals to discuss the visioning process and the group's role in coordinating the community outreach and assisting with the workshop logistics. The outreach plan is subject to approval by the Department of State.

Product: An approved community outreach process plan

Task 9: Preliminary Research, Inventory and Analysis

Based on staff interviews, review of existing documents, GIS resources and appropriate additional research and site analysis, the City of Watertown, SUNY-ESF, and consultant shall develop and preliminary list of issues and opportunities. SUNY-ESF will design workshop materials needed to conduct those activities. A preliminary inventory and analysis of existing conditions shall be developed, as needed to assist in the identification of issues and opportunities including, but not limited to, the following:

- Existing land use
- Existing water use
- Existing zoning and other relevant local development controls
- Land ownership patterns, including underwater lands
- Buildings (levels, gross square footage, original use, current use, condition, reuse potential, and ownership)
- Public access and recreational resources
- Infrastructure (i.e. water supply, sewage disposal, solid waste disposal, transportation systems, parking lots and garages)
- Historic resources (National Register sites and districts, locally designated resources, archaeological resources)
- Cultural and arts facilities and programs
- Local leadership network
- State agency facilities in the region that could be relocated to the community center
- Scenic resources
- Topography and geology
- Water quality (point and nonpoint sources)
- Natural resources (wetlands, steep slopes, minerals, etc.)
- Flooding and erosion
- Significant fish and wildlife habitats
- Environmental issues (hazardous waste sites, solid waste, etc.)
- Navigation and dredging issues

Products: Preliminary list of issues and opportunities, and workshop handouts and materials.

Task 10: Community Vision Workshop: Identifying Issues and Opportunities

The City of Watertown, SUNY-ESF, and consultant shall conduct the first public workshop. Workshop activities shall be designed to help participants reveal the ways in which they use and value their riverfront, and the varied relationships between the riverfront and different city neighborhoods. Participants will also identify important issues and opportunities, and discuss what they would like to change if they could.

Product: Summary analysis of the workshop activities and findings.

Task 11: Draft Issues, Opportunities, and Vision Report

The City of Watertown, SUNY-ESF, and consultant shall prepare a draft LWRP issues, opportunities and vision document reflecting the views of the community.

Product: Draft LWRP issues and vision report.

Task 12: Section II - Inventory and Analysis

The City of Watertown shall complete the inventory and describe existing natural and man-made resources and conditions within the community center and waterfront area, building on the information gathered under Task 9. Section II will analyze community center and waterfront issues, opportunities, and constraints to development, and resource protection needs. Topics to be addressed include, but are not limited to, those included in Task 9.

Products: Completed Section II with accompanying maps.

Task 13: Design and Planning Alternatives

Based on the initial workshop, the City, SUNY-ESF, and the consultant shall begin to conduct focused research based on the draft LWRP issues, opportunities, and vision document. They will identify appropriate case studies from other communities to share with the community and prepare materials to facilitate the community's exploration on alternatives expressed in their vision.

Product: Case study documentation and workshop materials.

Task 14: Community Vision Workshop: Exploring Alternatives

The City of Watertown, SUNY-ESF, and consultant shall conduct a second public workshop. They will review the summary of analysis of the first workshop and present the draft LWRP issues, opportunities and vision document. Through facilitated activities, the participants will review and edit/revise the draft document. Case studies of river development efforts in other communities will be shared, after which participants will explore alternative expressions of their vision, consider future choices and begin to identify actions they can take to implement their vision.

Product: Summary analysis of workshop activities and findings.

Task 15: Analyze Economic and Market Conditions

The City of Watertown shall develop an analysis of market demand for a range of potential future land uses that are economically viable, compatible, and appropriate for identified redevelopment sites/target areas, adjacent sites, and the community. The analysis should expand upon existing analyses and shall consider the following:

- Population
- Labor force and earnings
- Employment
- Transportation factors
- Land available for development
- Types of potential future land uses
- Development impacts
- Description of benefits (employment, municipal tax revenues, construction and subsequent business operation, and economic multipliers)

Products: Economic and market analysis.

Task 16: Draft LWRP Issues, Vision, and Strategies Report

The City of Watertown, SUNY-ESF, and consultant shall prepare a summary analysis of workshop activities and prepare a draft LWRP issues, opportunities, vision, and strategies document, reflecting the ideas and views expressed at the second public workshop. The document shall include a revised vision statement and illustrate community expressions of the vision, and provide a preliminary list of specific actions and strategies to address the identified issues and to achieve the vision. In addition, the document may include an initial market analysis, as a test of the feasibility of the expressed vision.

Product: Draft LWRP issues, opportunities, vision, and strategies report.

Task 17: Community Vision Workshop: Implementing the Vision

Following completion of the draft LWRP issues, vision, and strategies report, the City of Watertown, SUNY-ESF, and consultant shall conduct a final public workshop to present the draft LWRP issues, opportunities, vision, and strategies document and solicit public input regarding the completeness and accuracy of the report. In addition, the participants will discuss and identify short- and long-term priorities, as well as strategies for continuing public participation in the implementation process. The purpose of the workshop is to foster an appreciation for the Black River waterfront area as a community asset and celebrate the work accomplished by the community through the visioning workshops. There will be opportunities to discuss next steps and case studies of other river development efforts.

Product: Summary and analysis of community workshop.

Task 18: Final LWRP Issues, Vision, and Strategies Report

The City of Watertown, SUNY-ESF, and consultant shall prepare a final LWRP issues, opportunities, vision, and strategies document, reflecting the ideas and views expressed at the third public information meeting. The final document shall be submitted to the Department of State.

Product: Final LWRP Issues, Vision, and Strategies Report.

Task 19: Public Information Meeting

Following completion of the initial drafts of Sections I - Waterfront Revitalization Area Boundary, Section II - Inventory and Analysis, and the preliminary issues identification, the City of Watertown shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Sections I and II.

Product: Minutes of the public meeting.

Task 20: Section III - Waterfront Revitalization Policies

The City of Watertown shall refine applicable State waterfront revitalization policies to reflect local conditions and the community vision, including specific standards and proposed land and water uses for determining consistency with the policies. Provisions of the State policy may be modified, but not diminished.

Products: Draft Local Waterfront Revitalization Policies.

Task 21: Section IV - Proposed Land Uses and Projects

The City of Watertown shall identify and describe the most appropriate development/land use alternatives based on the work performed above. The City of Watertown shall describe proposed projects necessary to implement the Local Waterfront Revitalization Program. Descriptions shall include:

- The range of most appropriate development/land uses
- The economic benefits to the community and region (tax revenues, job creation, and associated economic generators)
- The public and private costs associated with the desired development
- Infrastructure improvements needed to support the proposed development alternatives (transportation systems, utilities, and environmental conditions)

Products: Proposed land use and proposed implementation projects.

Task 22: Section V - Local Implementation Techniques

The City of Watertown shall describe existing and draft proposed local laws, regulations, and/or ordinances which are necessary to implement the community center redevelopment plan, and the policies and proposed uses set forth in Sections III and IV. The City of Watertown also will describe other public and private sector actions necessary to implement the Local Waterfront Revitalization Program, a local management structure for reviewing proposed waterfront projects for consistency with the Local Waterfront Revitalization Program, and the financial resources required to implement the Local Waterfront Revitalization Program.

This section shall describe the specific steps that must be taken to achieve the vision and desired redevelopment objectives. The actions shall be categorized, described in priority order, and include the short-term and long-term public and private actions.

Products: Completed Section V, including drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law.

Task 23: Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the Local Waterfront Revitalization Program

The Department of State shall provide to the City of Watertown a generic list of federal and State agency actions and programs (Section VI. A) which are to be undertaken in a manner consistent with the Local Waterfront Revitalization Program. The City of Watertown shall describe (in Section VI. B.) specific federal and State actions necessary to further implementation of the Local Waterfront Revitalization Program (technical assistance, funding, procedural changes, etc.).

Product: Completed Section VI.

Task 24: Section VII - Local Commitment and Consultation

The City of Watertown shall describe the public consultation efforts undertaken in the preparation of the Local Waterfront Revitalization Program, such as public hearings, public informational meetings, or

scoping meetings with governmental agencies. The City of Watertown shall also describe any local committees created to oversee preparation of the Local Waterfront Revitalization Program, as well as the role of other municipal agencies.

Product: Completed Section VII.

Task 25: Section VIII - Draft Generic Environmental Impact Statement

The City of Watertown shall prepare a Draft Generic Environmental Impact Statement for the Draft Local Waterfront Revitalization Program in accordance with State Environmental Quality Review Act (SEQRA) guidelines **OR** if determined by the Lead Agency that the proposed Local Waterfront Revitalization Program will not have a significant adverse environmental impact, prepare a Negative Declaration. The City of Watertown shall determine whether a public hearing will be held on the draft Local Waterfront Revitalization Program.

If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary.

Products: Completed Environmental Assessment Form and SEQRA determination; if appropriate, a draft Generic Environmental Impact Statement; and, if deemed necessary, a public hearing.

Task 26: Public Information Meeting.

Following completion of the draft Local Waterfront Revitalization Program, the City of Watertown shall conduct a public information meeting on the draft program.

Product: Minutes of the public information meeting.

Task 27: SEQRA/60-day Review

Upon completion of the Draft Local Waterfront Revitalization Program/Draft Environmental Impact Statement, the Department of State shall initiate a 60-Day Review by State and local agencies concurrent with the required SEQRA review.

Product: Comments received.

Task 28: Final Local Waterfront Revitalization Program

Following the 60-Day Review of the Draft Local Waterfront Revitalization Program/ Draft Environmental Impact Statement, the Department of State shall meet with municipal representatives to determine appropriate responses to the comments received, which shall be reflected by the City of Watertown in the final Local Waterfront Revitalization Program (and Final Environmental Impact Statement).

Product: Final Local Waterfront Revitalization Program (and Environmental Impact Statement).

Task 29: Schedule of Adoption

The City of Watertown shall then submit a schedule of adoption of the Local Waterfront Revitalization Program and any local laws necessary for implementation of the Local Waterfront Revitalization Program.

Product: Schedule of adoption of the Local Waterfront Revitalization Program and local laws.

Task 30: Final Local Waterfront Revitalization Program Document

The City of Watertown shall provide the Department of State a print-ready original of the final Local Waterfront Revitalization Program document, including maps.

Product: Print-ready original of the final document, including maps.

3. Other Responsibilities

1. The City of Watertown shall be responsible for the preparation of each of the above-described component sections to the satisfaction of the Department of State. Prior to undertaking preparation of the Local Waterfront Revitalization Program and each section, local and Department of State representatives shall meet and discuss the preparation process, as well as items to be included. The Department of State shall provide any appropriate written guidelines and comments on the sections as they are drafted.
2. The City of Watertown shall be responsible for the preparation of maps and other graphics in formats and scale acceptable to the Department of State. At a minimum, the Local Waterfront Revitalization Program must contain maps which display the waterfront revitalization area boundary, existing land and water uses, proposed land and water uses, and proposed zoning.
3. The City of Watertown shall provide the Department of State with 85 copies of an acceptable Draft Local Waterfront Revitalization Program (and Draft Environmental Impact Statement, if one is prepared) for review by federal, State, and local agencies.

4. Schedule

Task Description													Expected Products
	M o 1- 2	M o 3- 4	M o 5-6	M o 7- 8	Mo 9- 10	Mo 11- 12	Mo 13- 14	Mo 15- 16	Mo 17- 18	Mo 19- 20	Mo 21- 22	Mo 23- 24	
1. SEQRA lead agency notice													Filed lead agency notice
2. Request for Proposals													RFP approved by Dept. of State
3. Consultant selection													Planning consultant selected
4. Sub-contract preparation													Executed consultant sub-contract
5. Quality Community Comm.													Establishment of WAC
6. Initial Scoping Meeting													Summary of scoping meeting
7. Section I - Boundary													Section I
8. Community Outreach Process													Approved outreach process plan
9. Prelim. Inventory and Analysis													Preliminary List of Issues/Materials
10. Community Vision Workshop													Public meeting minutes
11. Draft Issues, Opportunities													Draft LWRP issues and vision report
12. Inventory and Analysis													Section II
13. Design and Planning Alternatives													Case study and workshop material
14. Community Vision Workshop													Summary analysis
15. Economic/Market Analysis													Economic/market analysis
16. Draft Vision and Strategies													Draft vision and strategies report

Task Description													Expected Products
	Mo 1- 2	Mo 3- 4	Mo 5-6	Mo 7- 8	Mo 9- 10	Mo 11- 12	Mo 13- 14	Mo 15- 16	Mo 17- 18	Mo 19- 20	Mo 21- 22	Mo 23- 24	
17. Community Vision Workshop													Public meeting minutes
18. Final Vision and Strategies													Final vision and strategies report
19. Public Information Meeting													Minutes
20. Waterfront Policies													Section III
21. Proposed Uses and Projects													Section IV
22. Local Implementation													Section V
23. State Actions and Programs													Section VI
24. Local Commitment													Section VII
25. Draft EIS													Section VIII
26. Public Info. Meeting													Public meeting minutes
27. SEQRA/60-day Review													Comments received.
28. Final LWRP/FEIS													Final LWRP(/FEIS) completed.
29. Schedule of Adoption													Schedule of adoption of LWRP.
30. Final Document													Print-ready original with maps.

BLACK RIVER WHITE WATER COURSE FEASIBILITY AND PRELIMINARY DESIGN STUDY

1. Project Description

The project involves preparation of a feasibility study report and preliminary design for streambed modifications and shoreline improvements at selected locations on the Black River for proposed whitewater recreation and competition course within the City of Watertown. The specific areas to be studied include, but are not limited to, Hole Brothers and the Route 3 Wave. Watertown hosted the TEVA Black River Rodeo and was one of two finalists for the 2005 World Whitewater Rodeo. The Black River has also attracted the attention of USA Canoe/Kayak (US Olympic sanctioned organization).

2. Project Components:

Task 1: Request for Proposals

The City of Watertown shall draft a Request for Proposals (RFP) including a complete project description, expected final results, and criteria for selecting a preferred proposal. The RFP will be submitted to the Department of State for review and approval prior to release for solicitation of proposals.

Product: Approved RFP released through advisement in local papers and other appropriate means.

Task 2: Consultant Selection

In consultation with the Department of State, the City of Watertown shall review all proposals received as a result of the RFP. The consultant selected is subject to approval by the Department of State.

Product: Consultant selected.

Task 3: Sub-contract Preparation and Execution

The City of Watertown shall prepare a draft contract to conduct the work with the selected consultant. The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the design, a payment schedule (payments should be tied to receipt of products in the work plan), and a project cost. The City of Watertown will submit the draft

which would assist in completion of the project. Topics to include in the scoping session include, but are not limited to, the following:

- project scope
- study area boundary
- project goals and objectives
- existing relevant information (maps, studies, reports, etc.)
- responsibilities of the participants (City, consultant(s), DOS)
- time frames and deadlines
- project tasks and expected products

The City shall prepare a meeting summary to clearly describe and indicate the agreements/understandings reached at the meeting.

Product: Scoping meeting with appropriate parties. Written meeting summary with particular notation of agreements/understandings reached.

Task 5: Site Profile and Research

The City of Watertown shall complete a site profile which shall include, at a minimum, the following types of information, as well as others that may have been identified at the project scoping session:

- site surveys showing extent of project boundaries for identified sites
- identification of ownership/grant/lease status of any lands to be incorporated into the designs
- manmade structures, buildings, or facilities on or adjacent to the sites
- above and below ground infrastructure and utility mapping
- transportation systems (truck, car, bus, ferry, train, recreational and commercial vessels, pedestrian, bicyclists, etc.) that serve or are located near the sites
- adjacent existing and proposed land and water uses
- historic and archeological resources
- zoning and other relevant local laws
- soil and geological information, and, as appropriate, core samplings to determine site stability
- topography and hydrology
- water rights and river flow information
- relevant aquatic and terrestrial natural resources
- historic resources
- view corridors

- appropriate White Water Course alternatives;
- the magnitude of overall costs associated with each alternative for comparative purposes;
- necessary or desired infrastructure improvements needed to support the proposed alternatives, such as needed improvements/modifications to the streambed, transportation system needs, infrastructure and utilities, and environmental conditions (such as controlling non-point source pollution);
- associated issues and impacts;
- overall advantages and disadvantages of each alternative;
- marketing.

Product: Project Feasibility Analysis Report.

Task 7: Selection of Preferred Options for Proposed Black River Whitewater Courses.

Based on the analyses performed thus far, the City, in consultation with the Department of State and other appropriate and involved entities, shall select a preferred option for the proposed Black River Whitewater Courses. The City of Watertown shall prepare a summary description of the preferred option and the justification for its selection.

Products: Description and justification of a preferred options for the proposed Black River Whitewater Courses.

Task 8: Design Feasibility Study Report

The City of Watertown shall prepare a draft design feasibility study report, identifying the most desired or recommended alternatives. A draft design feasibility study report will be prepared and provided to the Department of State at least two weeks prior to the due date for comments. The draft design feasibility study report will include all required maps, tables, data, written discussions, and other inclusions identified in the contract work plan and the scoping session. Department of State comments will be addressed in the final design feasibility study report.

Product: Maps, tables, data, written narratives, and other inclusions in the form of a Draft and Final Feasibility Study Report.

Task 9: Construction Requirement Analysis

The City of Watertown shall prepare a report on all federal, state, and local requirements for the preferred alternatives, including necessary permits and descriptions of how the requirements will

Product: State Environmental Quality Review Act documents and, if necessary, an Environmental Impact Statement.

Task 11: Implementation Strategy

The City of Watertown shall prepare an implementation strategy for the projects that shall include potential funding sources, project phasing if appropriate, and recommended means of management and operation.

Products: A written implementation strategy for review and approval by the Department of State.

3. Schedule

Task Description													Expected Products	
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12		
Task 1 - Request for Proposals	■													Approved RFP
Task 2: Consultant Selection	■	■												Consultant selected
Task 3 - Contract Preparation and Execution		■												Executed consultant contract(s)
Task 4 - Project Scoping Session			■											Written summary of agreements reached
Task 5 - Site Profile and Research				■	■									Site investigation and analysis report
Task 6 - Project Feasibility Analysis						■	■	■						Project Feasibility Analysis Report
Task 7 - Selection of Preferred Options								■	■					Description and justification of preferred
Task 8 - Design Feasibility Study Report									■	■				Draft and Final Feasibility Study Report
Task 9 - Construction Requirement Analysis										■				Written construction requirement analysis
Task 10 - Environmental Quality Review										■	■			State Environmental Quality Review Do
Task 11 - Implementation Strategy											■	■		Written Implementation Strategy

NYS LIVING MUSEUM BLACK RIVER EXHIBIT

1. Project Description

This project involves the construction of the permanent Black River exhibit at the New York State Living Museum (NYSLM). The new exhibit would detail the nature of the Black River watershed and its relation to the City of Watertown, the Adirondack Park, Tug Hill and the Great Lakes and describing its importance as a natural and economic resource for the City, the North Country and New York State. It is intended to build understanding and appreciation of the river and its role in the future of Watertown and the state. The exhibit will link to other exhibits of wildlife and habitats at the NYSLM so that visitors can have live encounters with denizens of the watershed.

The NYSLM will serve as consultant in the design of the exhibit, and will subcontract for the services of an ecologist/hydrologist to research habitats, and the geomorphology of the river and watershed. The NYSLM will also subcontract with a historian to develop story lines and a time line regarding the history of human use and development of the watershed and river, including the historic Black River Canal (Rome to Carthage), hydro power development, fisheries and flood control measures. Researchers will also document the history of recreational use of the river and its tributaries.

2 Component Tasks

Task 1: Request for Proposals

The City of Watertown shall draft a Request for Proposals (RFP), including a complete project description with site conditions, expected final results, and criteria for selecting a preferred proposal. The RFP will encourage bid alternates on project tasks according to the task breakdown established by the City of Watertown. The RFP will be submitted to DOS for review and approval prior to release for solicitation of proposals.

Product: Approved RFP released through advisement in local papers and other appropriate means.

Task 2: Consultant Selection

In consultation with the Department of State (DOS), the City of Watertown shall review all proposals received as a result of the RFP. For preparation/certification of final design and preconstruction documents, and for supervision of construction a professional engineer or licensed architect is required. The consultant(s) selected is subject to approval by the DOS.

The following five criteria will be used to select the consultant(s):

Incomplete proposals that do not address all of the project components shall not be accepted for review and consideration.

Product: Consultant(s) selected.

Task 3: Contract Preparation and Execution

The City of Watertown shall prepare a draft contract to conduct the work with the selected consultant(s). The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the design, a payment schedule (payments should be tied to receipt of products in the work plan), and a project cost. The draft contract will be submitted to DOS for review and approval. A copy of the final contract, incorporating DOS's comments on the draft, will be provided to DOS.

Product: Executed consultant contract.

Task 4: Project Scoping Session

The City of Watertown, the NYSLM, the Department of State, and the consultant(s) shall hold an initial meeting to review project requirements and site conditions and to transfer any information to the consultant(s) which would assist in completion of the project.

Subjects to be covered include: the target audience; issues to be addressed; type of materials to be produced; subcontractors needed (printer, graphic artist); items to be printed or signs constructed; overall theme; goals and objectives; subject areas to be covered; method of presentation; potential vehicles for presenting information (printed matter, video and/or other visuals, interactive electronic learning programs); existing educational programs and publications which could be useful in developing content; any related facilities or delivery systems with which the new exhibit will be coordinated; ideal group size; proposed site and any constraints present; existing models; construction budget; equipment needs; and such other information that must be factored into the design of the exhibit.

Product: Meeting summary.

Task 5: Research

The City of Watertown shall research habitats, and the geomorphology of the river and watershed; develop story lines and a time line regarding the history of human use and development of the watershed and river, including the historic Black River Canal (Rome to Carthage), hydro power development, fisheries and flood control measures; and document the history of recreational use of

Task 6: Develop Concepts.

The City of Watertown shall develop concepts for a visual and written message regarding the Black River watershed, its importance as a natural and economic resource for the City, the North Country and New York State, and its role in the future, and shall submit such concepts to the Department of State.

Products: Concepts for visual and verbal messages.

Task 7: Develop Graphics Package

Based on comments received on the conceptual designs for visual materials and text, the City of Watertown shall compile a graphics package, (text, color selections, maps, photographs, etc.), for use in the public information materials. A total of three layout options shall be prepared.

Products: Graphics package.

Task 8: Hold Review and Revision Meeting

The City of Watertown shall meet with the NYSLM and the Department of State's project manager to receive comments on the graphics.

Product: Summary of meeting discussion and resulting recommendations.

Task 9: Layouts for Interpretive Displays.

Based on recommendations obtained in Task 8, the City of Watertown shall produce rough sketches for interpretive displays. These will show the arrangement of elements and panel composition, suggestions for images to be included, and position of headlines and script blocks. The concepts shall be submitted to the NYSLM and the Department of State for review and comment.

Products: Sketches for displays.

Task 10: Preliminary Design

The City of Watertown shall prepare a minimum of three alternative schematic designs for review by the NYSLM and the Department of State. In consultation with the Department of State, the City of Watertown will either select one schematic as the basis of the final design and engineering/construction plans or it shall work with the City of Watertown to develop a final schematic design which shall incorporate elements of or build upon the schematic designs produced for this task. Final design and engineering/construction plans will be prepared based on the selected

and reflect all materials and other requirements identified in the scoping session. Department of State comments will be addressed in subsequent revisions of the products and finalization of the design.

Products: Draft design for displays and their placement.

Task 12: Final Construction Drawings for Displays

The City of Watertown shall prepare the final design and construction drawings, plans, specifications, and cost estimates. The Department of State shall review and approve the final drawings, locations, site plans, specifications, and cost estimates. The final design and construction drawings will be certified by the engineer or architect and an engineering/architect seal will be affixed to pertinent design documents.

Product: Final design and construction drawings, plans, locations, site plans, specifications, and cost estimates. A copy of the final design, including all maps, written discussions, electronic information, and other inclusions, will be provided to the Department of State upon completion of the work.

Task 13: Hold Review and Revision Meeting

The City of Watertown shall meet with the NYSLM and the Department of State to receive comments on the conceptual outline and proposed methods and vehicles of information delivery.

Product: Summary of meeting discussion and resulting recommendations and decisions.

Task 14: Prepare Final Text and Layouts

Based on the decisions reached in the second review meeting, the City of Watertown shall prepare text and layouts for written, visual, and interactive materials.

Products: Final text for written materials. Layouts for printed, video, interactive electronic, and other presentation vehicles. Instructions for chosen presentation methods.

Task 15: Purchase of Equipment

The City of Watertown shall purchase equipment needed for the exhibit. The Department of State and the NYSLM shall review and approve proposed purchases to ensure appropriateness to the project and compatibility with electronic communication systems being developed in the region or statewide.

Department of State. After 70% of the work is completed, the progress notification will include a Punch List of any incomplete items and an estimated time for project completion.

Product: Written reports, as noted. Punch list and completion estimates.

Task 17: Site inspections

The City of Watertown and the Department of State will verify progress and completion of the work through site inspections.

Product: Periodic site visits with written reports of progress and identification of problems to be addressed.

Task 18: Project Completion

Upon completion of the project, the City of Watertown shall submit a statement that the work has been completed in accordance with the contract, the design and specifications, and all permit requirements. The City of Watertown will submit three copies (minimum) of As-Built plans, certified by the City of Watertown (architect or engineer). When the City of Watertown is satisfied work is complete, it shall file a report with the Department of State, including a copy of the completion statement of the architect/engineer, and a copy of the As-Built plans. The Department of State shall concur that the work is complete prior to the City of Watertown paying the City of Watertown and submitting and application to the Department of State for Final Payment of grant funds.

Product: Statement of completion, certified As-Built plans, final report of the community.

3. Schedule

Task Description													Expected Products	
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12		
Task 1: Request For Proposals	■													Approved RFP released through advertisement.
Task 2: Consultant Selection		■	■											Consultant(s) selected.
Task 3: Contract Preparation and Execution			■											Executed consultant contract(s).
Task 4: Project Scoping Session			■											Meeting summary
Task 5: Research				■	■									Story lines, time lines, reports and permissions obtained.
Task 6: Develop Concepts				■	■									Concepts for visual and verbal messages.
Task 7: Develop Graphics Package				■	■									Graphics package.
Task 8: Hold Review and Revision Meeting					■									Summary of meeting discussion and resulting recommendations.
Task 9: Layouts for Interpretive Displays						■								Sketches for displays.
Task 10: Preliminary Design						■	■							Three alternative schematic designs.
Task 11: Draft Final Design for Construction of Displays							■							Draft design for displays and their placement.
Task 12: Final Construction Drawings for Displays								■						Final Design and construction drawings, plans, spec.s, cost
Task 13: Hold Review and Revision Meeting								■						Summary of meeting discussion and resulting decisions.
Task 14: Prepare Final Text Layouts									■					Final text for written materials; layouts for printed, video, c
Task 15: Purchase of Equipment										■				Equipment purchased.
Task 16: Construction											■			Written reports, punch list and completion estimates.
Task 17: Site Inspection												■		Written reports of progress and identification of problems.
Task 19: Project Completion													■	Statement of completion, As-Built plans, final report

APPENDIX X

Agency Code: 19000
Contract Period: _____

Contract No.: C006357
Funding for Period: \$\$95,000.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Watertown (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C006357, as amended above and in attached Appendice(s) _____.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____

(print name)

By: _____

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the _____ (title of officer or employee) of the _____ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

NOTARY PUBLIC

STATE COMPTRROLLER'S SIGNATURE

Title: _____
Date: _____

November 10, 2003

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning & Community Development Coordinator
Subject: Approval of Grant Agreement with New York State Department of State for Quality Communities Demonstration Project

In August of 2002, the City of Watertown was one of 12 communities designated by the State to participate in the New York State Quality Communities Demonstration Project. As a designated Quality Community, Watertown is receiving focused attention from State agencies, both technical and financial, to develop and implement revitalization strategies and projects. Quality Communities focuses on revitalizing community centers, protecting open space, improving high-speed communications and using technology. The program is designed to provide incentives and enhance opportunities for innovative planning and community development techniques that link environmental protection, economic prosperity and community well-being.

The Quality Communities Program is administered by New York State Department of State. The Department of State has developed a work plan, which is described in Appendix D of the Agreement, to move Watertown's program forward and is providing \$75,000 to complete the work plan. The components of the work plan are:

- | | |
|---|----------|
| 1. Consultant services to analyze economic and market conditions | \$36,500 |
| 2. Empire State Advantage to provide focused assistance and mentoring | 28,000 |
| 3. Consulting services for Quality Communities Workshops | 3,750 |
| 4. Consulting services for Quality Communities Training | 3,750 |
| 5. Travel for Two Representatives to Quality Communities Workshop | 1,500 |
| 6. Travel for Two Representatives to Quality Communities Training | 1,500 |

Attached for City Council consideration and review are a copy of the Grant Agreement with the Department of State and a resolution approving the Agreement.

RESOLUTION

Page 1 of 1

Approving the Agreement With
New York State Department of
State for a \$75,000 Grant for the
Quality Communities Demonstration
Project

Councilwoman BURNS, Roxanne M.

Councilman CLOUGH, Peter L.

Councilman SIMMONS, Paul A.

Councilman SMITH, Jeffrey M.

Mayor BUTLER, Joseph M.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced by

Councilwoman Roxanne M. Burns

WHEREAS the New York State Department of State has announced that the City of Watertown has been awarded a \$75,000 grant to implement a Quality Communities Demonstration Project, and

WHEREAS the City Council desires to undertake a Quality Communities Demonstration Project, which will assist in revitalization of the City, and

WHEREAS the City must enter into an Agreement with the New York State Department of State for this project,

NOW THEREFORE BE IT RESOLVED that the City Manager, Mary M. Corriveau, is hereby directed to enter into and execute the Grant Agreement on behalf of the City Council of the City of Watertown, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act on behalf of the City Council in all further matters related to the financial assistance for this project.

Seconded by Councilman Paul A. Simmons

FACE PAGE

STATE AGENCY (Name and Address):
NYS Department of State 41 State Street Albany, NY 12231-0001

NYS COMPTROLLER'S #:	C039941
ORIG. AGENCY CODE:	19000

CONTRACTOR (Name and Address):
City of Watertown 245 Washington Street Watertown, NY 13601

TYPE OF PROGRAM: Quality Communities Demonstration Project - Downtown Revitalization
--

STATE SHARE FUNDING AMOUNT FOR INITIAL PERIOD \$75,000.00
--

FEDERAL TAX IDENTIFICATION NUMBER: 15-6000419
MUNICIPALITY #

INITIAL CONTRACT PERIOD: FROM: October 29, 2003 TO: March 31, 2004
MULTI-YEAR TERM (If applicable): From: October 29, 2003 To: March 31, 2005

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT

APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1 Including Attachments 1, 2, & 3 thereto:	Agency-specific clauses
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Workplan
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C039941

CONTRACTOR

City of Watertown
By: Mary Corriveau
Mary Corriveau
(Print Name)
Title: City Manager
Date: November 18, 2003

STATE AGENCY:

New York State Department of State
By: Judith E. Kenny
Judith E. Kenny
(Print Name)
Title: DOS Director of Administration and Management
Date: 12/17/03

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of Jefferson)ss:

On this 18th day of November, 2003, before me personally came Mary Corriveau to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Watertown, NY (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the City Manager (title of officer or employee) of the City of Watertown (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

Sonja C. Thompson
NOTARY PUBLIC

SONJA C. THOMPSON
Notary Public in the State of New York
Qualified In Jefferson County, No. 4954429
My Commission Expires 8/14/05

ATTORNEY GENERAL'S SIGNATURE:

Approved:

Title: APPROVED AS TO FORM
NYS ATTORNEY GENERAL
Date: DEC 22 2003
Stephen J. Hensel
STEPHEN J. HENSEL
ASSOCIATE ATTORNEY

Alan G. Hevesi

Comptroller

By: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
JAN 06 2004
R. V. V. V.
FOR THE STATE COMPTROLLER

STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of the AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its

subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

Standard Clauses for All New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of

the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street, 7th floor
Albany, New York 12245
518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street, 2nd floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (I) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

- I. This Agreement has been entered into pursuant to the following understandings:
 - A. SFY 2003 Executive Budget provides for aid to municipalities for downtown revitalization projects as part of the Governor's Quality Communities Program.
 - B. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are allocated pursuant to S. 1406-B/A. 2106-B of the Laws of 2003.

- II. General
 - A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
 - B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
 - C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
 - D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the Multi-Year Term of this Agreement may be extended by up to two Contract Periods not to exceed twelve months each.
 - E. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
 - F. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
 - G. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 2 and Measurable Results Forms, such forms to be provided Contractor by the Department.
 - H. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
 - I. The Department will provide Contractor with a Quarterly Contractor Report (Appendix A1, Attachment 3) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.

- J. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 4) on a six month basis for the periods ending June 30 December 31. Reports are due no later than 30 days following the end of each reporting period.

III. Additional Requirements for Construction Projects:

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. Agreements for construction in excess of twenty thousand dollars (\$20,000) shall be awarded after and in accordance with competitive bidding requirements of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the Department prior to awarding the Agreement, and an executed copy of the construction contract will thereafter be submitted to the Department.
- C. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.
- D. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- E. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CRF part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design./construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
- F. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a wavier statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided by the Quality Communities Program."

V. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Division of Coastal Resources, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 41 State Street, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - 1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a

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substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

- a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
- I. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.
 - J. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on

the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Year 2000 Warranty

Where the project described in Appendix D involves the creation or purchase of any computer program, software, hardware or other equipment, the Contractor hereby agrees that its computer software and equipment (including those with consultants using or maintaining computer equipment) will comply with the NYS Year 2000 Warranty as stated in Appendix A1 (Attachment 1) and will, if so designed, function as part of the State agency's computer system.

IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents fishing and hunting license fees.

X. Alienation

Where the Project is undertaken on or involves parklands, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the Project acquired or developed pursuant to this Agreement or convert such facility or any portion of the Project to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in **perpetuity**. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in

accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the Contractor would otherwise be entitled an amount equal to the monies demanded.

- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

XII. Subcontracting Requirements

The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract.

XIII. Requirements for Contract Map Products (1/01)

- A. **GENERAL MAP PRODUCT REQUIREMENTS** - The following general cartographic requirements must be adhered to by the Contractor:
1. **Map Products** -- The Division requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this **GENERAL MAP PRODUCT REQUIREMENTS** section and the **ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS** section. If analog map products are required by the RFP, they must meet specifications outlined in this **GENERAL MAP PRODUCT REQUIREMENTS** section and the **ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS** section.
 2. **Deliverable Format** -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD, 3.5" floppy diskette media, via e-mail attachment, preferably in a WinZIP file, or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in UNIX or WindowsNT ARC/INFO export format (.e00) or ArcView shape file format on the same media types upon approval of the Division. All other digital formats require prior approval of the Division. Coordination with the Division prior to submission of digital media is required to ensure compatibility of the delivered materials.
 3. **Documentation** -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 4. **Map Accuracy** -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Division the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be

included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.

5. **Datums** -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

B. **ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS** - The following cartographic construction requirements must be adhered to by the Contractor:

1. **Edge-matching** -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
2. **Common Boundaries** -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
3. **Point Duplication** -- No duplication of points that occur within a data string is permitted.
4. **Connectivity** -- Where graphic elements visually meet, they must be also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
5. **Line Quality** -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
6. **Polygon Closure** -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
7. **Graphic Precision** -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
8. **Digitizer Accuracy** -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

C. **ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS** - The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.

1. **Base Map Media** -- All maps must be created on mylar or other stable base material.
2. **Map Scale** -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Division, all maps should be compiled at 1:24,000. If other map scales are approved by the Division, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.

3. **Map Registration** -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
4. **Map Title and Legend** -- The maps must provide a title and legend block describing the information contained on the maps, and including the **Documentation** and **Datums** information requested in the **GENERAL MAP PRODUCT REQUIREMENTS** above and the map scale.
5. **Cartographic Quality** -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the **ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS** section outlined above.

D. CONTRACT DATABASE STANDARDS

1. **Delivery Media** -- All database and tabular files must be provided on digital media as specified above in **Deliverable Format**.
2. **Software Format** -- All database and tabular files must be provided in Borland's Paradox for Windows95 and above version 5.1.0.4 format. Other formats that are convertible to Paradox may be used with prior approval of the Division.
3. **Geographic Attributes** -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Minority and Women-owned Business Program by calling (518) 474-5741. To assist potential contractors, the NYS Directory of Certified Minority and Women-owned Business Enterprises can be viewed at the Department of State, Minority and Women-owned Business Program, Eleventh Floor, 41 State Street, Albany, New York 12231-0001. To access the Directory using the Internet, use the Department of Economic Development website at: <http://www.empire.state.ny.us>; choose "Business Services" then "Minority/Women's Business," then choose "Search the Directory. . ."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

XVIII. Submission of all correspondence and documentation

- A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.
- B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XIX. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000, it shall be deemed to be full executed when approved by the Office of the State Comptroller.

NEW YORK STATE YEAR 2000 WARRANTY STANDARD

1. Definition - For purposes of this warranty, the following definitions shall apply:

- a. "Product" shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.
- b. "Vendor's Product" shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. "Third Party Product" shall include product manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. "Third party Product" does not include product where Vendor is: a) a corporate subsidiary or affiliate of the their party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to authorized User:

- a) For Vendor Product and for Products (including, but not limited to, Vendor and/or Third party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b) For Third Party Product Not specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass though said Third Party Warranty from the Third Party Manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty 'compliance' shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processed, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Division of Coastal Resources* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: _____
2. Name of Municipality: _____
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): _____
 - b. Local funds expended: _____
 - c. Other funds expended: _____
4. Project Manager: Name: _____
 Title: _____
 Mailing address: _____

 Tel. number: () _____
 Fax number: () _____
 E-mail address: _____
5. Federal Tax Identification Number: _____
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
 - a. For a Planning Project describe the findings or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Measurable Results: To be completed on forms attached.
10. Project Documentation: The Department of State, *Division of Coastal Resources* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting *Spartina*); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- For design projects, visuals of renderings and/or graphics that depict the final product.
- For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report

INSTRUCTIONS:

1. Please prepare reports based on calendar quarters, or prepare one annual report.
2. Use a separate Report sheet for each contract or program area
3. Record the amount paid for each service/product for the time period identified below.
4. Send completed reports to the Minority and Women-owned Business Enterprises Program at the above address.

REPORT PERIOD

Report should cover a calendar quarter OR the program year. FROM: TO:
 Enter the inclusive dates of the quarter or for the program year. ↗ ↗ ↗

<i>CONTRACTOR NAME</i>	<i>PROGRAM</i>	<i>DOS CONTRACT NUMBER</i>		
<i>CONTRACTOR ADDRESS</i>		<i>Service Area of Contract Work</i>		
<i>NAME and TITLE of CONTACT PERSON (Please Print)</i>		() <i>TELEPHONE NUMBER</i>		
VENDOR NAME and ADDRESS	TYPE of VENDOR	DESCRIPTION of SERVICE/PRODUCT	AMOUNT PAID THIS PERIOD	COMMENTS
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		\$	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			

PROJECT STATUS

As of _____

(Submit semi-annually and with each payment request.)

Please list all tasks and indicate the status of each. Attach additional pages if necessary.

- ▶ Task # should match the task number in the Agreement work program.
- ▶ A/T indicate if Date of Completion is Actual or Target Date for anticipated completion of the task.
- ▶ Products/Accomplishments should list products completed or other accomplishments.

<u>Task</u>		<u>Date of</u>	<u>Percent of</u>	
#	<u>A/T</u>	<u>Completion</u>	<u>Completion</u>	<u>Products/Accomplishments</u>

Please note problems encountered, proposed adjustment(s) to work program/schedule, and reason(s) for proposed adjustment(s):

Please provide the following information:

Name of contact Person: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

BUDGET SUMMARY

A. Salaries & Wages (including Fringe Benefits)	\$0.00
B. Travel	\$3,000.00
C. Supplies/Materials	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$72,000.00
F. Other	\$0.00

TOTAL PROJECT COST	\$75,000.00
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Appendix B (Budget Detail Sheet)

A. SALARIES & WAGES (including Fringe Benefits)

<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>AMOUNT CHARGED TO THIS PROJECT</u>

SUBTOTAL \$0.00

B. TRAVEL

Travel for 2 representatives to Quality Communities Workshops \$1,500.00
 Travel for 2 representatives to Quality Communities Community Training \$1,500.00

SUBTOTAL \$3,000.00

C. SUPPLIES/MATERIALS

SUBTOTAL \$ 0.00

D. EQUIPMENT

SUBTOTAL \$ 0.00

E. CONTRACTUAL SERVICES

Consultant services to analyze economic and market conditions = \$36,500.00
 Empire State Advantage to provide focused assistance and mentoring = \$28,000.00
 Consulting services for Quality Communities Workshops = \$3,750.00
 Consulting services for Quality Communities Community Training = \$3,750.00

SUBTOTAL \$72,000.00

F. OTHER

SUBTOTAL \$ 0.00

APPENDIX C

Payment and Reporting Schedule

I. Payment Schedule

- A. Upon approval of the Agreement by the Office of the State Comptroller, an advance in the amount of \$7,500.00 will be made.
- B. The Department shall make interim payments for eligible costs incurred: up to an amount not to exceed 90% of the State Funds. The final payment will be made upon satisfactory completion of the Project.
- C. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department, and required work products documenting completion of one or more of the tasks set forth in Appendix D, Program Workplan, and total project costs incurred to date, may be submitted.
 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, (2) copies of any specific work products, and (3) a properly executed State Voucher.
 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 3. Interim payments will be issued in amounts equal to the State Funds calculated in 1. above, less all previous payments to date, less 10% of the net amount to document a portion of the advance received pursuant to I.A. above.
 4. The final payment calculated pursuant to C. 1. and 2. above will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report and Measurable Results Forms. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.
 5. In the event that the Contractor does not document expenditures of the total State Funds allocated for the project upon submission of the Final payment request, as much of the calculated payment amount as necessary will be applied to the undocumented advance and any remaining undocumented advance balance shall be immediately due and owing to the Department.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.

- C. Payment requests shall be submitted to:

New York State Department of State
Contract Administration Unit - QC
41 State Street - 10th Floor
Albany, New York, 12231-0001

- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. No expenditure in excess of such 10% will be reimbursed until an amendment to the Project Budget has been submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

APPENDIX D

PROGRAM WORKPLAN

Contractor: City of Watertown
Project Contact Person: Mary M. Corriveau, City Manager
Office Phone: 315-785-7720
Fax: 315-782-9014

1. Project Name and Description

The project involves an economic and market analysis to validate the recommendations of the vision study and to determine market demand for the range of potential redevelopment opportunities to be identified in the LWRP; and focused assistance and mentoring to enable the City, the downtown business community, city residents, and involved organizations, to determine how to best organize to sustain a long-term revitalization effort. The City of Watertown will participate in Quality Communities workshops to be scheduled at least quarterly. In conjunction with each of the workshops, the City will participate in training sessions focused on building and strengthening community organization to sustain community center revitalization.

The Empire State Development Corporation and the Department of Labor will assist the City in developing an economic and market analysis. The interagency team will assist the City to develop a RFP for consulting services to complete the analysis.

Empire State Advantage will provide to the City of Watertown with focused assistance and mentoring to expand leadership skills, manage processes, and achieve results. The workshops and training sessions will involve the Quality Communities demonstration communities, the Community Center Revitalization Committee agencies, and invited experts.

2. Project Attribution

The municipality must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Division of Coastal Resources and the New York State Quality Communities Community Center Revitalization Committee to the project.

The municipality must submit to the Department of State three copies of all written reports and supporting graphics, final design documents, and other printed materials.

3. Component Tasks

Task 1: Request for Proposals

The municipality shall draft a Request for Proposals (RFP) including a complete project description for the economic and market analysis, expected final results, and criteria for selecting a preferred proposal. The interagency team will assist the City to develop a RFP for consulting services. This may be done in conjunction with the consultant selection process for the completion of the Local Waterfront Revitalization Program, as appropriate. The RFP will be submitted to the Department of State for review and approval prior to release for solicitation of proposals.

Product: Approved RFP released through advisement in local papers and the NYS Contract Reporter.

Task 2: Consultant Selection

In consultation with the Department of State, the municipality shall review all proposals received as a result of the RFP. The consultant selected is subject to approval by the Department of State.

Product: Consultant selected.

Task 3: Sub-contract Preparation and Execution

The municipality shall prepare a draft contract to conduct the work with the selected consultant. The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the analysis, a payment schedule (payments should be tied to receipt of products in the work plan), and a project cost. The municipality will submit the draft contract to the Department of State for review and approval. A copy of the final contract, incorporating DOS's comments on the draft, will be provided to the Department of State.

Product: Executed consultant contract.

Task 4: Establishment of a Watertown Revitalization Committee

The municipality shall assist in identifying the appropriate individuals and organizations to participate in local capacity building. The committee shall consist of representatives of the downtown business community, city residents, and involved organizations.

Product: Watertown revitalization committee established.

Task 5: Initial Scoping Meeting

The municipality, with the revitalization committee, the Department of State, the Empire State Development Corporation, the Department of Labor, and the consultant, shall hold an initial meeting to review project requirements, identify issues, transfer any information to the consultant which would assist in completion of the economic and market analysis, and review existing community market studies. The municipality shall prepare a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

Product: Scoping meeting with appropriate parties. Meeting summary with note of agreements/understandings reached.

Task 6: Analyze Economic and Market Conditions

The Empire State Development Corporation and the Department of Labor will assist the City by undertaking a preliminary analysis of the existing community market study to advise as to how it should be augmented or expanded. The economic and market analysis will serve to validate the recommendations of the vision study and to determine market demand for the range of potential redevelopment opportunities to be identified in the LWRP.

The consultant shall undertake a complete economic analysis of the community and immediate region to determine market demand for a range of potential future land uses that are economically viable, compatible, and appropriate with the site/area targeted for redevelopment, adjacent sites, and community.

The analysis shall be based upon existing and projected socio-economic conditions within the municipality and the region and shall consider the following: population; labor force and earnings; employment (public and private); transportation factors; land available for development; types of potential future land uses; development impacts; and a description of benefits such as employment, impact on the area targeted for redevelopment, municipal tax revenues, economic benefits from construction and subsequent business operations, and economic multipliers to the municipality and region from desired future land uses

Sources upon which the economic analysis will be prepared may include but not be limited to:

- telephone surveys and interviews with local business owners, chamber of commerce, appropriate civic groups, and municipal officials
- local, county, regional planning boards
- county or regional economic reports and assessments
- local or regional visitors and convention bureaus
- local, county, state, or metropolitan transportation bureaus or councils
- recreational and commercial boating organizations and reports
- maritime trade organizations and associations
- county assessors office
- New York State Department of Labor, Division of Research and Statistics
- New York State Division of Equalization and Assessment
- New York State Department of Commerce
- American Planning Association
- U.S. Bureau of the Census
- U.S. Census Transportation Planning Package
- U.S. Census of Retail Trade
- U.S. Immigration and Naturalization Service
- U.S. Department of Commerce, Bureau of Economic Analysis; Metropolitan Statistical Area Projections; Patterns of Metropolitan Area and County Population Growth; RIMS-II economic multipliers for specific counties
- U.S. Army Corps of Engineers, Waterborne Commerce of the United States

Product: An economic/market analysis that provides sufficient justification for future land uses to be incorporated into the comprehensive LWRP.

Task 7: Building Local Capacity for On-going, Long-term Revitalization

Empire State Advantage will provide to the City of Watertown focused assistance and mentoring to enable the City, the downtown business community, city residents, and involved organizations, to determine how to best organize to sustain a long-term revitalization effort. Empire State Advantage, the City, and the interagency team will develop a scope of work, to be contained in a subcontract between the City and ESA and approved by the Department of State, that will accomplish the following for Watertown:

- Expand leadership skills to achieve revitalization objectives, establish effective communication, and create partnerships and alliances.
- Manage processes to define customers and stakeholders, create processes for plan implementation, leverage information, and optimize financial resources.
- Achieve results by establishing a system for managing performance and achieving desired outcomes.

Product: Approved and executed subcontract and training as described.

Task 8: Quality Communities Workshops

The City of Watertown will transfer \$3,750 to an account managed by the Natural Heritage Trust. These funds shall be combined with funds from the other demonstration communities to undertake the activities described below. The City of Watertown will participate in Quality Communities workshops to be scheduled at least quarterly. The workshops will involve the Quality Communities demonstration communities, the Community Center Revitalization Committee agencies, and invited experts. A series of topics and white papers will be prepared by others to guide discussions for the purpose of developing recommendations on how to better revitalize downtowns in New York State. The City's role will be to represent the perspectives and experience of the community in developing and implementing revitalization strategies.

The workshops will be facilitated day-long sessions with recognized experts in the field of community and downtown revitalization.

Workshops include, but are not limited to:

- four workshops involving the Committee agencies, the demonstration communities, non-profits, academia, and other organizations with experience achieving downtown revitalization, including travel and per diem for two Watertown representatives
- issues/topics identification
- preparation of a series of white papers to provide background on selected revitalization issues/topics
- 4 to 8 expert consultants to address the workshops and provide guidance during deliberations
- meeting facilitators
- final report and recommendations

Product: Attendance at workshops, as described.

Task 9: Quality Communities Community Training

The City of Watertown will transfer \$3,750 to an account managed by the Natural Heritage Trust. These funds shall be combined with funds from the other demonstration communities to undertake the activities described below. In conjunction with each of the workshops described in Task 8, the City will participate in training sessions focused on building and strengthening community organization to sustain community center revitalization. The training sessions will be led by individuals with expertise in organizational development, management, and public participation. The purpose is to provide knowledge and support to community leaders in developing a strong local organization or collaboration to assist the municipality in advancing and completing the efforts initiated during the demonstration project as well as new projects.

Training will consist of four day-long training sessions by experts, such as the National Main Street Center and Empire State Advantage, to deliver the following types of revitalization training and capacity building services:

- Expand skills to achieve revitalization objectives, establish effective communication, and create partnerships and alliances.
- Define customers and stakeholders, create processes for plan implementation, leverage information, and optimize financial resources.
- Achieve results by establishing a system for managing performance and achieving desired outcomes.
- Fund raise to deliver financial support for administration of the local revitalization organization.

- Establish and implement comprehensive long-term work plans for revitalization using, in part, public involvement.
- Achieve commercial revitalization, including how to determine an economic niche.
- Increase community understanding of the resources and technical assistance that exists within New York State and to assist in accessing those resources.
- Promote the image of the downtown commercial district.
- Training materials and travel and per diem for two Watertown representatives.

Product: Training as described.

Task 10: Semi-annual Reports

The municipality shall submit to the Department of State semi-annual reports (every six months) on the form provided, including the extent of work accomplished, any problems encountered, and any assistance needed. If a payment request is submitted, the report may be submitted as part of the payment request.

Products: Semi-annual reports during the life of the contract.

Task 11: Measurable Results

The municipality shall complete the Measurable Results form attached to this work program and provide a copy to the Department of State.

Product: Completed Measurable Results form.

2. Schedule

Task Description															Expected Products
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12	Mo 13	Mo 14	
1. Request for Proposals	■														RFP approved by Dept. of State
2. Consultant selection		■													Planning consultant selected
3. Sub-contract preparation		■													Executed consultant sub-contract
4. Revitalization Comm.	■														Establishment of committee
5. Initial Scoping Meeting		■													Summary of scoping meeting
6. Analyze Econ./Market			■	■	■	■									Economic and market analysis.
7. Building Local Capacity		■	■	■	■	■	■	■	■	■	■	■	■		Training.
8. QC Workshops		■				■			■				■		Attendance at workshops.
9. QC Community Training		■				■			■				■		Training.
10. Semi-annual Reports						■						■			Completed semi-annual reports
11. Measurable results														■	Completed results form

Agency Code: 19000
Contract Period: _____

Contract No.: C039941
Funding for Period: \$75,000.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Watertown (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C039941, as amended above and in attached Appendice(s) _____.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____ By: _____

(print name) (print name)

Title: _____ Title: _____

Date: _____ Date: _____

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the _____ (title of officer or employee) of the _____ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

NOTARY PUBLIC

Approved:

Jan G. Hevesi
Comptroller

By: _____
Date: _____