

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, April 3, 2023

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 3, 2023, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Revised Procurement Policy
- Resolution No. 2 - Approving the Use of Cooperative Purchasing Contracts for: OMNIA Partners
- Resolution No. 3 - Approving the Use of Cooperative Purchasing Contracts for: Sourcewell
- Resolution No. 4 - Approving the Use of Cooperative Purchasing Contracts for: NCPA (National Cooperative Purchasing Alliance)
- Resolution No. 5 - Approving the Use of Cooperative Purchasing Contracts for: NASPO ValuePoint
- Resolution No. 6 - Authorizing the Standardization of Various Equipment at the City of Watertown's Wastewater Treatment Plant
- Resolution No. 7 - Approving Employment Agreement Between the City of Watertown and Ann M. Saunders, City Clerk
- Resolution No. 8 - Approving the 2022-2025 Tentative Agreement Between the City of Watertown and the Watertown Professional Firefighters' Association
- Resolution No. 9 - Accepting Bid for Pratt and Sherman Streets Watermain Replacements Project - Edge Civil Corporation

- Resolution No. 10 - Accepting Bid for Water Main Pipe & Fittings Ferguson Waterworks
- Resolution No. 11 - To Settle Proceeding to Review Real Property Assessment Challenge at 155 Commerce Park Dr Watertown, NY 13601 Parcel No. 8-50-102.000
- Resolution No. 12 - To Settle Proceeding to Review Real Property Assessment Challenge at 110 Commerce Park Dr Watertown, NY 13601 Parcel No. 8-50-101.401
- Resolution No. 13 - Approving the Professional Services Agreement with LaBella Associates, D.P.C.for Grant Writing Services
- Resolution No. 14 - Dedicating Land for Park Purposes – City of Watertown Tax Parcels No.12-26-101.100 and 12-26-104.000, and Town of Watertown Tax Parcel No.83.18-1-3
- Resolution No. 15 - Approving the 2023 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area
- Resolution No. 16 - Accepting FEMA Fire Prevention & Safety Grant

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. CDBG CARES Act Funding Request by the Anchor Recovery Center of NNY for the Frontline Employment Partnership Program

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss proposed, pending, or current litigation.

WORK SESSION

Next Work Session is scheduled for Monday, April 24, 2023, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 17, 2023

Res. No. 1

March 28, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Approving Revised Procurement Policy

The City's Purchasing Manager, Tina Bartlett-Bearup, in consultation with the City Attorney, has revised the City's Procurement Policy to update procurement best practices and allow for the use of cooperative purchasing contracts. A copy of the revised policy is attached.

A resolution that adopts the revised Procurement Policy has been prepared for City Council's approval.

RESOLUTION

Page 1 of 1

Approving Revised Procurement Policy

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

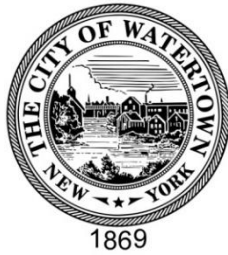
WHEREAS the City’s Procurement Policy has been established and adopted by the City Council, and

WHEREAS on August 15, 2022, the City Council approved the latest revisions to the City’s Procurement Policy, and

WHEREAS based on General Municipal Law, the City’s Procurement Policy has been revised to include best practices language and the use of cooperative purchasing contracts.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the revised procurement policy, a copy of which is attached and made part of this resolution.

Seconded by _____



CITY OF WATERTOWN, NEW YORK PROCUREMENT POLICY

PURPOSE:

To ensure the prudent and economical use of the public money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the City of Watertown, N.Y. is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

PURCHASING ETHICS:

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct with apply:

1. To consider first the interests of the local government and the betterment of its government.
2. To obtain the greatest value for every dollar spent.
3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.
4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.
5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.
6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.
7. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.
8. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.
9. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.
10. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.
11. To seek or dispense no personal favors. No official or employee shall be interested

financially or personally in any contract entered into by the City. All officials and employees shall comply with the City's Code of Ethics (Employee Handbook Section 300-9) to ensure there is no procurement conflict of interest.

COMPETITIVE BIDDING:

- 1) Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonably expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: Purchase contracts under \$20,000. and public works contracts under \$35,000.; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole Source purchases are done when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase. This documentation may include written or verbal quotes from vendors, price lists, catalogs, a memo from the requisitioner indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the department detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

- 2) All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.
- 3) All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Purchasing Department, regardless of dollar amount, with the signed approval of the requisitioning department's supervisor prior to ordering. Use of departmental generated requisition numbers, in lieu of a City Purchasing Department purchase order number is prohibited.

- 4) The Purchasing Manager shall have the authority to accept, reject, or modify any request for purchase except for those items authorized by the City Council. The Purchasing Manager shall confirm all changes with the requisitioning department prior to taking any action. The requisitioning department has the right to appeal the Purchasing Manager's action to the City Manager for final ruling.
- 5) Purchasing Manager Tina Bartlett-Bearup shall be responsible for all procurement activities on behalf of the City of Watertown, N.Y. that are in accordance with the rules and guidelines as set forth in this policy.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase

\$ 1 - \$ 1,500
 \$ 1,501 - \$ 5,000
 \$ 5,001 - \$20,000
 \$20,001 – over

Method Required

No quotations required
 Two (2) written quotations required
 Three (3) written quotations required
 Sealed bid required

Estimated Amount of Public Works Contract

\$ 1 - \$ 2,500
 \$2,501 - \$10,000
 \$10,001 - \$25,000
 \$25,001 - \$35,000
 \$35,001 – over

Method Required

No quotation required
 Two (2) written quotations required
 Three (3) written quotations required
 Four (4) written quotations required
 Sealed bid required

Estimated Amount of Rental/Lease Equipment

\$1 - \$5,000
 \$5,001 and above

Method Required

No quotation required
 Two (2) written quotations required

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Purchasing Department.

- 1) Documentation is required of each action taken in connection with each purchase.
- 2) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.
- 3) Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the City of Watertown, to solicit quotations or document the basis for not accepting the lowest bid:

- a. Professional services or services requiring special or technical skill, training, or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.
 - i. In determining whether a service fits into this category the City shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.
- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- c. Sole source purchases are appropriate when it is clearly determined that there is only one vendor capable of providing a particular material or service. Justification for sole source purchases include purchase order is made to the original manufacturer or provider; there are no regional distributors, or parts/equipment are not interchangeable with similar parts of another manufacturer, or it is the only know item that will meet the specialized needs of the department or perform the intended function; purchases required by contractual obligations; or standardization approved by City Council. Sole source documentation must be attached to the requisition.
- d. Control involves not only compliance with required purchasing policy, but also affect the paperwork necessary. There are certain expenditures for which the processing of a purchase order may be unnecessary. The following expenses may be approved without purchase orders (***unless being paid for using the City's credit card***):
 - 1. Employee Expenses
 - 2. Legal Notices
 - 3. Postage
 - 4. Medical Examinations & Fees
 - 5. Intergovernmental Charges

6. Other expenses determined by the City Manager, City Comptroller, and Purchasing Director on an individual basis.
 - e. Goods and services under \$1,500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be based on favoritism.
- 4) Positive efforts shall be made by the City to use small, minority owned and women-owned businesses as sources for supplies and services. Such efforts should include developing a bidder's mailing list for these sources and encouraging these businesses to compete for contracts to be awarded.
- 5) General Municipal Law 103(16) allows procurement of certain goods (including apparatus, materials, equipment, and supplies) and services through contracts let by the United States or any agency thereof, any state or any other political subdivisions or district therein, if such contract was let in a manner consistent with competitive bidding, and has been made available for use by other governmental agencies. The City shall take advantage of such contracts when doing so ensures that the City is buying goods at the lowest price. In addition, the City of Watertown will allow other municipalities within New York State to "piggyback" on the contracts of the City of Watertown in accordance with GML 103.
- 6) Pursuant to Subsection 1-b of Section 103 of the GML, the City shall have the option of purchasing information technology and telecommunications hardware, software, and professional services through cooperative purchasing permissible pursuant to Federal General Services Administration Information Schedule 70 and any successor schedule, provided the City complies with federal schedule ordering procedures as provided in the applicable federal acquisition regulation(s).
- 7) Purchases may be made through available state contracts of the NYS Office of General Services, GSA, or in accordance with Sub.3 of GML 103 which allows the purchase of materials, equipment or supplies, or the contract for services, other than services subject to Article 9 of the Labor Law, through any municipality with New York State, whenever such purchases are in the best interest of the City, as follows:
 - a. In lieu of obtaining quotations or issuing formal bids for the purchase of commodities or service not subject to Article 9 of the New York State Labor Law, the Purchasing Manager is authorized to make such purchases using established national and regional cooperative contracts.
 - b. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the City is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
 - c. Although a department may request a purchase be made using a particular contract source, the decision as to the appropriate contract source to be used will be that of the Purchasing Manager, in consultation with the City Manager and Attorney. Detailed and appropriate documentation of the reason(s) for the determination shall be retained by the Purchasing Department.

- 8) Unintentional failure to fully comply with the provisions of Section 104-b or the governing boards policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.
- 9) This policy shall go into effect upon approval by the City Council and will be reviewed annually by staff to determine if updates or changes should be made.

RETURN OF GOODS:

Whenever the City receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the City (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the City with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the following information: City Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

PURCHASE REQUISITION:

A purchase requisition is a request to the purchasing department for the purchase of goods or services. These requests are submitted in written and/or electronic format. *All requisitions shall be authorized by the department head prior to submission to the purchasing department* in order to maintain internal control. In the absence of the Department head, a listing of authorized to approve requisitions on their behalf shall be submitted to the Purchasing Department annually.

Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

PURCHASE ORDER:

A purchase order is an official document that binds the City to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number (if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

Blanket Purchase Order – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

REQUEST FOR PROPOSAL (RFP):

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the City's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness; approach to performance; staff availability; ability to perform; and time estimates).
2. Comprehensive, fair solicitation process.
3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

CREDIT CARD USE:

The use of the City's credit card shall be limited to travel expenses, tuitions, educational expenses, professional memberships, subscriptions, and **limited purchases whereas a purchase order is not accepted**. Use of the credit card for all other expenses is prohibited, except with the expressed written approval of the City Manager.

PROTEST PROCEDURE:

A protest concerning the specifications, or the bid procedure must be made in writing. This written protest must be received by the Purchasing Manager, City of Watertown, 245 Washington Street, Room 205, Watertown, New York 13601, no later than 72 hours prior to bid opening. If a protest is received that cannot be resolved by the designated time for bid opening, the City of Watertown Purchasing Department will delay the bid opening until the protest is resolved. The City's decision in connection with the protest will be issued in writing no more than 30 days from the date that the written protest was received.

If protest is made in connection with issues other than specifications or bid procedure, or in connection with an issue concerning bid procedure which only becomes evident after the bid opening, the protest must be in writing and received by the City of Watertown Purchasing Department no later than 10 working days after notification to all bidders of the contract award. The City will issue its written decision no more than 30 working days from the date the written protest was received.

Any protest to the effect that the City of Watertown Purchasing Department has not followed these protest procedures must be made in writing no later than 10 working days after the alleged infraction. The City will issue its written decision within 30 working days of its receipt of such a protest.

Any questions concerning these protest procedures shall be directed to the City's Purchasing Manager.

Federal Addenda/Federally Funded Procurement Supplemental Guidelines

In addition to the City's Purchasing Policies and Procedures, the following guidelines shall apply to all procurements utilizing funds from the Federal Government including the Federal Transit Administration in conformance with applicable Federal law including Title 49 CFR Part 18, Section 18.36 and Circular 4220.1F.

A. Written Record of Procurement History

1. The Purchasing Department shall maintain records detailing the history of each FTA associated procurement.
2. These records are placed in a procurement master file and include:
 - a. Purchase request with:
 - i. Independent Cost Estimate
 - ii. Project Justification
 - iii. Descriptions of work/scopes of services
 - iv. Acquisition planning information
 - v. Other pre-solicitation documents
 - vi. Purchase Requisition indicating availability of funding
 - b. The rationale for the method of procurement:
 - i. Full and open competition under IFB (one or two step)
 - ii. RFP
 - iii. Small or micro purchases
 - iv. Sole negotiations
 - c. List of sources solicited
 - d. Copies of published noticed of proposed contract action
 - e. Copies of the solicitation, all addenda and all amendments
 - f. Selection of contract type
 - i. Firm fixed price
 - ii. Cost reimbursement
 - iii. Incentive
 - iv. Multi-year
 - v. Time and materials
 - vi. Labor Hour
 - vii. Task Order
 - viii. Basic Ordering agreement
 - g. Reasons for contractor selection or rejection:
 - i. An abstract of each offer or rejection
 - ii. Source Selection documentation if applicable
 - iii. Contracting Officer's determination of contractor responsiveness and responsibility
 - h. The basis for the contract price

- i. Cost or price data
 - ii. Determination that price is fair and reasonable including a tabulation and evaluation of the cost and price data.
 - iii. Extent of competition
- i. Required internal approvals for award
 - j. Liquidated damages:
 - i. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time
 - ii. The rate must be specified in the solicitation and contract documents.
 - iii. Any liquidated damages recovered shall be credited to the project account involved unless FTA permits otherwise.
 - k. Contractor's certifications and representations if applicable
 - l. Notice of Award
 - m. Record of any protest
 - n. Piggybacking Checklist (Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet) and all related documents, if applicable.
 - o. Third party FTA Requirements Checklist and all related documents- including Buy America and Disadvantaged Business Enterprises
 - p. Bond and Insurance documents
 - q. Executed contract, all signed amendments and notice of award
 - r. Options included in contract- An option may not be exercised unless the town has determined that the option price is better than prices available in the market or that an option is the more advantageous offer at the time the options is exercised.
 - s. Post-award correspondence with contractor
 - t. Notice to proceed
 - u. Approvals or disapprovals of contract deliveries
 - v. Requests for waivers or deviations and the associated responses
 - w. Documentation of settlement of claims and disputes
 - x. Documentation regarding stop work or suspension of work orders
 - y. Approvals or disapprovals of waivers and deviations
 - z. Contract closeout documentation

B. Debarment

The Purchasing Department shall document to the best of its knowledge and belief that none of its FTA assisted purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements as indicated on the epls.gov website.

C. Geographic Preferences

The Purchasing Department shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

D. Procurement.

All purchases of goods and services shall be made in accordance with the requirements of FTA Circular 4220.1F and in accordance with General Municipal Law and the City's Purchasing Policy.

E. Protest Procedures

Filing of Protests: All Protests must be filed and resolved in a manner consistent with the requirements of FTACircular 4220.1F Third Party Contracting Guidelines must be clearly stated in the bid documents.

Attachments:

Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet, Title 49 CFR Part 18, Section 18.36
NYSDOT Checklist of Required Federal Clauses, Certifications & Other Recommended Federal & Contract Requirements
Link to FTA Circular 4220.1F: http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html

END OF POLICY

PIGGYBACKING WORKSHEET

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"* and (c) FTA Circular 4220.1F.

Title 49 CFR Part 18, Section 18.36

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus

purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product

specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed--(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or (D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial

quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.

(k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurement utilizing exclusionary or discriminatory specifications.

(l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

(m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

(n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

(o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

(p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.

(q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.

(r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.

(s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.

(t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements.

For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 19647, Apr. 19, 1995]

Res. No. 2, 3, 4, and 5

March 10, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

SUBJECT: Approving the Use of Cooperative Purchasing Contracts: OMNIA Partners, Sourcewell, NCPA, and NASPO ValuePoint

Attached for City Council consideration are four (4) resolutions approving the use of cooperative purchasing contracts between the City of Watertown and OMNIA Partners, Sourcewell, NCPA, and NASPO ValuePoint. We believe approving these resolutions is in the City's best interests, are cost effective and enhance efficiencies.

General Municipal Law §103(16) authorizes political subdivisions and districts therein to purchase apparatus, materials, equipment, and supplies, and to contract for services related to the installation, maintenance, or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The contract must be made available for use by other governmental entities ("Piggybacking" Law - Exception to Competitive Bidding). Such contracts are referred to as cooperative purchasing contracts.

The use of cooperative purchasing contracts will allow the City of Watertown to purchase goods and services from approved organizations and provide cost savings as well as an additional purchasing tool to make the City's governmental operations more effective and efficient. There are no fees required to utilize such contracts.

The City Attorney has reviewed the City's potential participation in these cooperative purchasing contracts and has determined the City may do so with the approval of the attached resolutions.

RESOLUTION

Page 1 of 1

Approving the Use of Cooperative Purchasing Contracts for: OMNIA Partners

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS OMNIA Partners (formerly National IPA and TCN) (“OMNIA”) is a cooperative purchasing organization for local government purchasing with an extensive scope of competitively solicited local government contracts from suppliers through which it is able to streamline the purchasing process for local governments; and

WHEREAS the City of Watertown (“City”) has ongoing need for various contractors and suppliers in the City; and

WHEREAS the City seeks to “piggyback” OMNIA contracts in accordance with General Municipal Law § 103(16) in order to address various supply and construction and maintenance needs as such may from time to time arise; and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup in consultation with various departments and legal counsel, has determined it is in the City’s best interest to utilize OMNIA bid contracts for procurement of various products, equipment and supplies as specified under the terms and conditions of a contract(s) awarded to OMNIA.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City to piggyback on such OMNIA contracts in order to provide a cost savings to the City and provide a tool to make the City’s governmental operations more effective and efficient; and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to sign all contracts associated with this resolution and any Agreement on behalf of the City of Watertown.

Seconded by _____

RESOLUTION

Page 1 of 1

Approving the Use of Cooperative Purchasing Contracts for: Sourcewell

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS Sourcewell (formerly NJPA – National Joint Powers Alliance) is a cooperative purchasing organization for local government purchasing with an extensive scope of competitively solicited local government contracts from suppliers through which it is able to streamline the purchasing process for local governments; and

WHEREAS the City of Watertown (“City”) has ongoing need for various contractors and suppliers in the City; and

WHEREAS the City seeks to “piggyback” Sourcewell contracts in accordance with General Municipal Law § 103(16) in order to address various supply and construction and maintenance needs as such may from time to time arise; and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup in consultation with various departments and legal counsel, has determined it is in the City’s best interest to utilize Sourcewell bid contracts for procurement of various products, equipment and supplies as specified under the terms and conditions of a contract(s) awarded to Sourcewell.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City to piggyback on such Sourcewell contracts in order to provide a cost savings to the City and provide a tool to make the City’s governmental operations more effective and efficient; and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to sign all contracts associated with this resolution and any Agreement on behalf of the City of Watertown.

Seconded by _____

RESOLUTION

Page 1 of 1

Approving the Use of Cooperative Purchasing Contracts for: NCPA (National Cooperative Purchasing Alliance)

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS NCPA (National Cooperative Purchasing Alliance) is a cooperative purchasing organization for local government purchasing with an extensive scope of competitively solicited local government contracts from suppliers through which it is able to streamline the purchasing process for local governments; and

WHEREAS the City of Watertown (“City”) has ongoing need for various contractors and suppliers in the City; and

WHEREAS the City seeks to “piggyback” NCPA contracts in accordance with General Municipal Law § 103(16) in order to address various supply and construction and maintenance needs as such may from time to time arise; and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup in consultation with various departments and legal counsel, has determined it is in the City’s best interest to utilize NCPA bid contracts for procurement of various products, equipment and supplies as specified under the terms and conditions of a contract(s) awarded to NCPA.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City to piggyback on such NCPA contracts in order to provide a cost savings to the City and provide a tool to make the City’s governmental operations more effective and efficient; and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to sign all contracts associated with this resolution and any Agreement on behalf of the City of Watertown.

Seconded by _____

RESOLUTION

Page 1 of 1

Approving the Use of Cooperative
Purchasing Contracts for:
NASPO ValuePoint

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS NASPO ValuePoint is a cooperative purchasing organization for local government purchasing with an extensive scope of competitively solicited local government contracts from suppliers through which it is able to streamline the purchasing process for local governments; and

WHEREAS the City of Watertown (“City”) has ongoing need for various contractors and suppliers in the City; and

WHEREAS the City seeks to “piggyback” NASPO ValuePoint contracts in accordance with General Municipal Law § 103(16) in order to address various supply and construction and maintenance needs as such may from time to time arise; and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup in consultation with various departments and legal counsel, has determined it is in the City’s best interest to utilize NASPO ValuePoint bid contracts for procurement of various products, equipment and supplies as specified under the terms and conditions of a contract(s) awarded to NASPO ValuePoint.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City to piggyback on such NASPO ValuePoint contracts in order to provide a cost savings to the City and provide a tool to make the City’s governmental operations more effective and efficient; and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to sign all contracts associated with this resolution and any Agreement on behalf of the City of Watertown.

Seconded by _____

Res. No. 6

March 28, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Authorizing the Standardization of Certain Equipment at the City of Watertown's Wastewater Treatment Plant

The Superintendent of Water and the Purchasing Manager recommend standardizing certain equipment at the Wastewater Treatment Plant to minimize repair and maintenance time and to establish an inventory of spare parts.

A resolution authorizing the standardization of specific equipment has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the Standardization of Various Equipment at the City of Watertown's Wastewater Treatment Plant

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown owns and operates a Wastewater Treatment Plant located at 700 William T. Field Drive, Watertown, New York; and

WHEREAS the City Council deems it to be in the best interest of the citizens of the City of Watertown to authorize the standardization of certain equipment at the City of Watertown Wastewater Treatment Plant to minimize problems with respect to repair and maintenance of equipment and also to establish a proper and accessible inventory of spare parts.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York to hereby authorize the Purchasing Department of the City of Watertown to standardize the equipment on the "Equipment for Standardization" listing below and acquire such equipment as necessary.

Equipment for Standardization - Wastewater Treatment Plant

Process/Operation

Settling Tanks (3)

Equipment

Chain

Wear strips & hardware

Sprockets

Flight shoes

Flights

Support Brackets

Flight rails

Manufacturer

Connexus

Guardian Environmental

Guardian Environmental

Guardian Environmental

Guardian Environmental

Midway Industrial

Kaman Industry

Seconded by _____

Res No. 7

March 22, 2023

To: Members of City Council

From: Jeffrey M. Smith, Mayor

Subject: Approving Employment Agreement Between the City of Watertown and
Ann M. Saunders, City Clerk

Attached is a Resolution for Council consideration, along with the
proposed Employment Agreement with City Clerk, Ann M. Saunders.

April 3, 2023

RESOLUTION

Page 1 of 1

Approving Employment Agreement
Between the City of Watertown and
Ann M. Saunders, City Clerk

Council Member HICKEY, Patrick J.
 Council Member OLNEY III, Clifford G.
 Council Member PIERCE, Sarah V.C.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Introduced by _____

WHEREAS the Charter of the City of Watertown details the Power and Duties of the Watertown City Council, and

WHEREAS in accordance with §20, Paragraph 7, the Council has a duty to enter into a contract with an appointed City Clerk for a period of time, which may, by reason of its duration, bind a future Council to its terms. However, in no event shall any Council enter into any one contract with an appointed City Clerk for a period exceeding two years,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employment Agreement between the City of Watertown and Ann M. Saunders, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute the Employment Agreement on behalf of the City of Watertown.

Seconded by _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2023, by and between the City of Watertown, New York, a municipal corporation having offices at 245 Washington Street, Watertown, New York 13601, hereinafter called “Employer” or “City Council,” and Ann Marie Saunders, an individual residing at 212 Green Street, Watertown, New York 13601, hereinafter called “Employee” or “City Clerk.”

WITNESSETH

WHEREAS Employer desires to employ the services of Employee as City Clerk of the City of Watertown, as provided for in the Charter of the City of Watertown; and

WHEREAS Employee desires to be employed as City Clerk of the City of Watertown; and

WHEREAS it is the desire of both parties to describe certain Employee benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee’s morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee’s service at such time that the City Council may desire,

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Power and Duties of the City Clerk

The City Council hereby agrees to employ Employee as City Clerk of the City of Watertown to perform the functions and duties specified in the City of Watertown Charter and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign, subject to this Agreement.

Section 2. Term

- A. The term of this Agreement shall be from May 1, 2023 through April 30, 2025.
- B. The City Clerk serves at the pleasure of the City Council and nothing herein shall be taken or construed to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Clerk at any time, subject only to the provisions of Section 3 of this Agreement, when effective.

- C. In the event Employee determines to voluntarily resign as City Clerk before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days of advance notice unless the parties agree otherwise.

Section 3. Early Termination and Severance Pay

- A. In the event employment of the City Clerk is terminated other than for just cause (as defined in Section 3(D)), and prior to the expiration of the term of this Agreement, the City Council agrees to pay Employee three months' salary, on a biweekly basis, as a severance. The City will, during the severance payment period, provide continuing medical insurance on the same terms as described in Section 6. Employee shall, upon such termination, also be compensated in a lump sum for all earned vacation calculated at the rate of pay in effect upon termination, less appropriate withholdings.
- B. For purposes of this Section 3, a failure of the City Council to renew the City Clerk's Agreement shall not be deemed a termination entitling the City Clerk to severance pay if the City Council shall notify the City Clerk, in writing, by February 1st of the year requiring renewal, that the Agreement shall not be renewed. If the City Council does not inform the City Clerk by February 1st of the year requiring renewal that the Agreement will not be renewed, then any subsequent failure to renew shall entitle the City Clerk to the Severance Pay called for in Section 3(A).
- C. In the event City Council at any time reduces the salary, compensation, or other benefits of the City Clerk in an amount greater than an applicable across-the-board reduction for all employees of the City, or the City Clerk resigns following a suggestion, either formal or informal, by the City Council that she resign, then in that event the City Clerk may at her option be deemed terminated, and entitled to the benefits as provided in Section 3(A). However, prior to a "deemed" termination, the City Clerk must give the City Council notice of her intention to treat a particular action as a termination and provide the City Council ten (10) days to "cure" any claimed termination.
- D. In the event the City Clerk is terminated for "just cause," the Employer's only obligation to the City Clerk is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just case" is defined as the commission of a crime or other action involving dishonesty or moral turpitude.
- E. Contemporaneously with the delivery of all of the severance pay set forth at Section 3(A) above, the City Clerk shall execute and deliver to Employer a release, releasing Employer from all claims that City Clerk may have against Employer relating to the termination of employment.
- F. The terms of this Agreement shall remain in full force and effect unless and until it expires of its own terms, or is sooner terminated.

Section 4. Salary

For the term of this Agreement, Employer agrees to pay Employee for her services as City Clerk an annual gross salary of \$74,333 from May 1, 2023 through April 30, 2024 and \$77,678 beginning May 1, 2024 and extending through the full term of the Agreement, payable in installments at the same time as other employees of the City of Watertown are paid.

Section 5. Retirement and Deferred Compensation Benefits

- A. The City Clerk shall be covered by the same retirement system as all other non-public safety employees (New York State Employee Retirement System), and will enter the system as a Tier 5 employee.
- B. The City Clerk shall have the option of converting up to 3 sick days and 4 vacation days, per fiscal year, into dollars to be contributed to the Employee's Section 457 deferred compensation plan.
- C. The City Clerk shall have the right to continue health insurance into retirement with the continuing contribution of total premium established at Section 6 of this Agreement.

Section 6. Health Insurance

The Employee shall be covered by the same health plan as all other employees. If Employee elects family healthcare coverage, Employee shall contribute 19% of the total premium for said plan. If Employee elects single healthcare coverage, Employee shall contribute 25% of the total premium for said plan. Deductions for the cost of the premium contribution for the coverage elected by Employee shall be withheld from Employee's installments of salary. Employee shall be permitted to participate in the City's Section 125 Plan.

Section 7. Other Benefits

- A. Vacation: Employee shall earn twenty-five (25) days vacation per year, to be scheduled with consideration of other employees' requests. Employee may, at her option, carry over any unused days of vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year.
- B. Sick Leave: Employee's accrual of sick leave shall be at the rate of one (1) day per month. Upon termination of employment for any reason, the Employee shall be compensated for 50% of her accrued sick leave up to termination. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

C. Holidays: The City of Watertown observes the following holidays:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas.

When a holiday falls on a Saturday, Employee shall be given time off on the preceding Friday. When a holiday falls on a Sunday, Employee shall be given time off on the following Monday.

D. Bereavement: The City of Watertown agrees to provide up to three (3) days of bereavement leave per death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother or father-in-law, brother or sister-in-law, stepson, stepdaughter.

E. Maternity Leave: Employee shall be entitled to the same maternity leave benefits which are provided by the City to City Management and Management Confidential employees.

Section 8. Professional Development

Employer agrees to budget for and to pay for professional dues, subscriptions, travel and subsistence expenses of the City Clerk for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include the International Institute of Municipal Clerks and its dues, New York State Association of City and Village Clerks conference and its dues, and the New York Association of Local Government Records Officers (NYALGRO) and its dues.

Section 9. Performance Evaluation

The City Council shall review and evaluate the performance of the City Clerk as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Clerk at the time of each review.

Section 10. Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 11. Residency

For the term of this Agreement, Employee shall remain a resident of the City of Watertown. Employee acknowledges that City residence is a condition of retaining the Office of City Clerk.

Section 12. Indemnification

Employer shall defend and indemnify Employee, in accordance with Section 18 of the New York Public Officers Law, in any action or special proceeding arising from Employee’s performance of duties as City Clerk, unless those actions were illegal or otherwise outside the scope of her duties or authority.

Section 13. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- | | |
|--------------|--|
| (1) EMPLOYER | Mayor of the City of Watertown
Suite 302, City Hall
245 Washington Street
Watertown, NY 13601 |
| (2) EMPLOYEE | Ann Marie Saunders
212 Green Street
Watertown, NY 13601 |

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions

- A. The Agreement shall constitute the entire Agreement between the parties in connection with its subject matter.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. There shall be no changes in this Agreement, unless agreed to in writing and approved by majority vote of the City Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

IN WITNESS WHEREOF the City of Watertown has caused this Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Date: _____

City of Watertown
Mayor Jeffrey M. Smith

Date: _____

Ann Marie Saunders
Employee

Res No. 8

March 28, 2023

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Approving the 2022-2025 Tentative Agreement Between the City of Watertown and the Watertown Professional Firefighters' Association

Negotiations have concluded between the City of Watertown and the Watertown Professional Firefighters Association for a successor contract to that expired on June 30, 2022. A tentative agreement has now been reached through June 30, 2025, the terms of which will be incorporated into a new employment agreement.

The principal terms contained within this agreement are listed below:

- Term: July 1, 2022 – June 30, 2025.
- Wage increases with retroactive payments:
 - July 1, 2022: 4%
 - July 1, 2023: 4%
 - July 1, 2024: 3.5%
- EMT stipend increase from \$300 to \$500 effective July 1, 2023.

A resolution approving the terms of the tentative agreement has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Approving the 2022-2025 Tentative Agreement Between the City of Watertown and the Watertown Professional Firefighters' Association

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the 2020-2022 Employment Contract between the City of Watertown and the Watertown Professional Firefighters' Association expired on June 30, 2022, and

WHEREAS the parties have agreed to a Tentative Agreement which will cover the period of July 1, 2022 through June 30, 2025,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby ratifies the Tentative Agreement between the City of Watertown and the Watertown Professional Firefighter's Association, the terms of which will be incorporated into a new employment contract, and a copy of which is attached and made a part of this resolution.

Seconded by

(1)

Tentative Settlement Agreement
Between The
City of Watertown
and
The Watertown Professional
Fire Fighters' Association, Local 191

Art 3 § 1 Term: July 1, 2022 through June 30, 2025

Art 4 § 1 a Salary: Increases of
July 1, 2022 - 4.0% (retroactive)
July 1, 2023 - 4.0%
July 1, 2024 - 3.5%

Retroactive salary increase on July 1, 2022 shall apply to any member employed on July 1, 2022.

Art. 14 § 3 EMT Stipend: Shall increase to \$500 on July 1, 2022.

Art. 2 § § 4 a General Qualifying Conditions: Update to comply with laws per attorney agreement.


Art 13 § 17 Miscellaneous:
The parties agree to the implementation of the City's "Travel Reimbursement Policy." A copy of the Policy is annexed hereto and will be an Appendix in the Contract.

(2)


All of the above is subject to legislative approval and by the City Council and ratification by the Union

Agreed to this 1st Day of March, 2023

City of Watertown


Kenneth Mix, City Manager

Local 191


Dan Daugherty, President

March 17, 2023


TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-01 Pratt & Sherman Streets Watermain Replacement Project
Letter of Recommendation

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Pratt & Sherman Streets Watermain Replacement Project, per City specifications and publicly opened and read the sealed bids on February 23, 2023, at 2:00 p.m. EST.

The Purchasing Department received five (5) sealed bid submittals and the bid tabulations are shown below:

	CITY OF WATERTOWN, NEW YORK				
	CITY HALL				
	245 WASHINGTON STREET				
	WATERTOWN, NEW YORK 13601-3380				
	Bid Project:		PRATT AND SHERMAN STREETS WATERMAIN REPLACEMENTS		
	Bid Number:		2023-01		
	Bid Opening Date:		FEBRUARY 23, 2023 @ 2:00 P.M.		
<i>The following results are bids as presented at the bid opening and do not represent an award.</i>					
Vendor Name	Edge Civil Corporation	JL Excavation LLC	Sparacino Construction	Malone Trucking & Excav	Powis Contracting
Location and Point of Contact	2723a County Route 26 Parish, NY 13131 ed@edgecivilcrp.com	13489 Case Rd. Chaumont, NY 13622 kristi@jlexcavationllc.com	24560 Freeman Creek Rd. Rodman, NY 13682 spara100@yahoo.com	708 County Route 7 Hannibal, NY 13074 ryan@wdmalone.com	PO Box 481 Copenhagen, NY 13626 pwiscontracting1@gmail.com
Total Base Bid	\$939,520.00	\$941,742.50	\$1,052,757.00	\$1,125,848.00	\$1,190,290.00

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Pratt & Sherman Streets Watermain Replacement Project to Edge Civil Corporation as the lowest responsive responsible bidder at a total price of **\$939,520.00**.

The Pratt & Sherman Streets Watermain Replacement Project, as added to the Fiscal Year 2021-22 Capital Budget and adopted by resolution on September 7, 2021, will be funded using funds from the American Rescue Plan Act of 2021.

If there are any questions concerning this recommendation, please contact me at your convenience.

RESOLUTION

Page 1 of 1

Accepting Bid for Pratt and Sherman Streets
Watermain Replacements Project -
Edge Civil Corporation

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to construct and replace watermain and appurtenances located on Pratt and Sherman Streets, and

WHEREAS the Purchasing Department advertised and received five (5) sealed bids for the Pratt and Sherman Streets Watermain Replacements Project, and

WHEREAS on February 23, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Edge Civil Corporation.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Edge Civil Corporation in the amount of \$939,520.00, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Bid Project: PRATT AND SHERMAN STREETS WATERMAIN REPLACEMENTS

Bid Number: 2023-01

Bid Opening Date: FEBRUARY 23, 2023 @ 2:00 P.M.

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact	Edge Civil Corporation	JL Excavation LLC	Sparacino Construction	WD Malone Trucking & Excavating	Powis Contracting
	2723a County Route 26	13489 Case Rd.	24560 Freeman Creek Rd.	708 County Route 7	PO Box 481
	Parish, NY 13131	Chaumont, NY 13622	Rodman, NY 13682	Hannibal, NY 13074	Copenhagen, NY 13626
	ed@edgecivilcrp.com	kristi@jlexcavationllc.com	spara100@yahoo.com	ryan@wdmalone.com	powiscontracting1@gmail.com
Total Base Bid	\$939,520.00	\$941,742.50	\$1,052,757.00	\$1,125,848.00	\$1,190,290.00

Res No. 4

September 1, 2021

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Readopting Fiscal Years 2021-22 through 2025-26 Capital Budget

At the August 9, 2021 Work Session, the City Council discussed city projects proposed for ARPA funding. There was agreement that top priority water main projects, including those that are undersized for fire protection, be funded.

The highest priority water main projects are:

Barben Ave/Holcomb St/Bugbee Dr	\$1,400,000
Division Street East Water Main	\$ 500,000
East Street Water Main	\$ 200,000
Henry Street/Grant Street Water Mains	\$ 400,000
Ohio Street Water Main	\$ 900,000
Pratt Street Water Main	\$ 650,000
Sherman Street Water Main	\$ 390,000
Thompson Street Water Main	\$ 350,000
Tilden Street Water Main	\$ 400,000
Winslow Street Water Main	<u>\$1,000,000</u>
TOTAL	\$6,190,000

A resolution readopting the Capital Budget to include these projects is attached for the City Council's consideration.

The Burlington Street and Seward Street water mains are also high priorities but are not included in the list above because they are part of complete street re-constructions. Those total projects will be presented at a future meeting for approval.

There was also agreement at the Work Session on funding tree planting, the match for the Water Street Trail, a stormwater management plan and a backflow prevention program. A resolution for the tree planting is included within this agenda. There will be follow-up reports on the other items at future meetings.

Below is a summary of the total committed from ARPA funds if the attached Resolution and the General Fund tree resolution are adopted:

Coagulation Basin Generator (Adopted Budget)	\$ 530,000
East Reservoir Relining (Adopted Budget)	\$ 500,000
Water Plant Building Repointing (Adopted Budget)	\$ 80,000
Harrison St. San. Sewer (5/3/21 Budget Amend)	\$ 475,000

Proposed General Fund Tree Amendment	\$ 50,000
Proposed Capital Budget Water Main Amendment	<u>\$6,190,000</u>
TOTAL	\$7,825,000

RESOLUTION

Page 1 of 1

Readopting Fiscal Years
2021-22 through 2025-26
Capital Budget

Council Member HENRY-WILKINSON, Ryan J.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Council Member SPAZIANI, Leonard G.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on May 24, 2021 the City Council adopted the Fiscal Years 2021-22 through 2025-26 Capital Budget, and

WHEREAS the City was awarded \$22,265,728 in funding from the American Rescue Plan Act of 2021, and

WHEREAS City Council discussed at the work session on August 9, 2021 funding certain water infrastructure projects from the American Rescue Plan, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2021-22 through 2025-26 Capital Budget to include in the FY 2021-22 Capital Budget the following projects:

Barben Ave/Holcomb St/Bugbee Dr	\$1,400,000
Division Street East Water Main	\$ 500,000
East Street Water Main	\$ 200,000
Henry Street/Grant Street Water Mains	\$ 400,000
Ohio Street Water Main	\$ 900,000
Pratt Street Water Main	\$ 650,000
Seward Street Water Main	\$ 200,000
Thompson Street Water Main	\$ 350,000
Tilden Street Water Main	\$ 400,000
Winslow Street Water Main	\$1,000,000

Seconded by

Res No. 10

March 31, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-12 (REBID) Water Main Pipe and Fittings
Letter of Recommendation

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Water Main Pipe and Fittings, per City specifications and publicly opened and read the sealed bids on March 22, 2023, at 11:00 a.m. EST.

The Purchasing Department received four (4) sealed bid submittals and the bid tabulations are shown below:

Vendor Name Location and Point of Contact		Core & Main		Ferguson Waterworks		E.J. Prescott		Blair Supply	
		2220 State Route 5		6040 Drott Drive East		241 Farrell Road		785 Beehan rd.	
		Utica, NY 13502		East Syracuse, NY 13057		Syracuse, NY 13209		Rochester, NY 14624	
		Michael Woods		Luis Rodriguez		Phillip Hildreth		Kevin Murphy	
		mike.woods@coreandmain.com		luis.rodriguez1@ferguson.com		phil.hildreth@ejprescott.com		sales@blairsupplyusa.com	
Item Description	Quantity	Per Unit Price	Total Price	Per Unit Price	Total Price	Per Unit Price	Total Price	Per Unit Price	Total Price
6-Inch Ductile Iron Pipe (ft.)	600	\$29.08	\$17,448.00	\$28.05	\$16,830.00	\$32.63	\$19,578.00	\$28.80	\$17,280.00
Hydrants	12	\$3,732.50	\$44,790.00	\$4,154.19	\$49,850.28	\$3,550.00	\$42,600.00	\$4,050.00	\$48,600.00
24x10-Inch Tapping Sleeve	2	\$16,530.00	\$33,060.00	\$15,321.96	\$30,643.92	\$3,000.00	\$6,000.00	\$16,200.00	\$32,400.00
10-Inch Tapping Valve	4	\$3,143.84	\$12,575.36	\$3,148.74	\$12,594.96	\$2,500.00	\$10,000.00	\$3,125.00	\$12,500.00
8x8-Inch Tapping Sleeve	4	\$2,136.67	\$8,546.68	\$1,980.43	\$7,921.72	\$900.00	\$3,600.00	\$2,090.00	\$8,360.00
8-Inch Tapping Valve	7	\$2,101.00	\$14,707.00	\$2,087.92	\$14,615.44	\$1,500.00	\$10,500.00	\$2,060.00	\$14,420.00
12x12x8-Inch Tapping Sleeve	3	\$4,147.09	\$12,441.27	\$3,843.84	\$11,531.52	\$980.00	\$2,940.00	\$4,050.00	\$12,150.00
10x10x10-Inch Tapping Sleeve	2	\$4,229.48	\$8,458.96	\$3,920.20	\$7,840.40	\$1,500.00	\$3,000.00	\$4,130.00	\$8,260.00
6-Inch Valve	27	\$1,013.50	\$27,364.50	\$1,003.15	\$27,085.05	\$990.00	\$26,730.00	\$1,001.00	\$27,027.00
8x6-Inch Reducer	12	\$147.75	\$1,773.00	\$142.24	\$1,706.88	\$105.00	\$1,260.00	\$144.55	\$1,734.60
10x6-Inch Reducer	8	\$185.50	\$1,484.00	\$178.95	\$1,431.60	\$135.00	\$1,080.00	\$182.00	\$1,456.00
1.5-Inch Copper Service Piping (ft.)	40	\$14.50	\$580.00	\$12.55	\$502.00	\$13.50	\$540.00	\$15.85	\$634.00
1.5-Inch Corporation Stop	1	\$257.84	\$257.84	\$214.29	\$214.29	\$155.00	\$155.00	\$219.00	\$219.00
1.5-Inch Curb Stop	1	\$405.98	\$405.98	\$349.78	\$349.78	\$310.00	\$310.00	\$356.00	\$356.00
Total Base Bid		\$183,892.59		\$183,117.84		\$128,293.00		\$185,396.60	

****vendor does not meet specifications**

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for Water Main Pipe and Fittings to Ferguson Waterworks as the lowest responsive responsible bidder at a total price of **\$183,117.84**.

If there are any questions concerning this recommendation, please contact me at your convenience.

RESOLUTION

Page 1 of 1

Accepting Bid for Water Main Pipe & Fittings
Ferguson Waterworks

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to purchase water main pipe and fittings for future projects as needed, and

WHEREAS the Purchasing Department advertised and received four (4) sealed bids for the Water Main Pipe and Fittings bid, and

WHEREAS on March 22, 2023, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Ferguson Waterworks, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Ferguson Waterworks in the amount of \$183,117.84, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Bid Project:	Water Main Pipe and Fittings
Bid Number:	2023-12
Bid Opening Date:	March 22, 2023 @ 11:00 aM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact		Core & Main		Ferguson Waterworks		E.J. Prescott		Blair Supply	
		2220 State Route 5		6040 Drott Drive East		241 Farrell Road		785 Beehan rd.	
		Utica, NY 13502		East Syracuse, NY 13057		Syracuse, NY 13209		Rochester, NY 14624	
		Michael Woods mike.woods@coreandmain.com		Luis Rodriguez luis.rodriguez1@ferguson.com		Phillip Hildreth phil.hildreth@ejprescott.com		Kevin Murphy sales@blairsupplyusa.com	
Item Description	Quantity	Per Unit Price	Total Price	Per Unit Price	Total Price	Per Unit Price	Total Price	Per Unit Price	Total Price
6-Inch Ductile Iron Pipe (ft.)	600	\$29.08	\$17,448.00	\$28.05	\$16,830.00	\$32.63	\$19,578.00	\$28.80	\$17,280.00
Hydrants	12	\$3,732.50	\$44,790.00	\$4,154.19	\$49,850.28	\$3,550.00	\$42,600.00	\$4,050.00	\$48,600.00
24x10-Inch Tapping Sleeve	2	\$16,530.00	\$33,060.00	\$15,321.96	\$30,643.92	\$3,000.00	\$6,000.00	\$16,200.00	\$32,400.00
10-Inch Tapping Valve	4	\$3,143.84	\$12,575.36	\$3,148.74	\$12,594.96	\$2,500.00	\$10,000.00	\$3,125.00	\$12,500.00
8x8-Inch Tapping Sleeve	4	\$2,136.67	\$8,546.68	\$1,980.43	\$7,921.72	\$900.00	\$3,600.00	\$2,090.00	\$8,360.00
8-Inch Tapping Valve	7	\$2,101.00	\$14,707.00	\$2,087.92	\$14,615.44	\$1,500.00	\$10,500.00	\$2,060.00	\$14,420.00
12x12x8-Inch Tapping Sleeve	3	\$4,147.09	\$12,441.27	\$3,843.84	\$11,531.52	\$980.00	\$2,940.00	\$4,050.00	\$12,150.00
10x10x10-Inch Tapping Sleeve	2	\$4,229.48	\$8,458.96	\$3,920.20	\$7,840.40	\$1,500.00	\$3,000.00	\$4,130.00	\$8,260.00
6-Inch Valve	27	\$1,013.50	\$27,364.50	\$1,003.15	\$27,085.05	\$990.00	\$26,730.00	\$1,001.00	\$27,027.00
8x6-Inch Reducer	12	\$147.75	\$1,773.00	\$142.24	\$1,706.88	\$105.00	\$1,260.00	\$144.55	\$1,734.60
10x6-Inch Reducer	8	\$185.50	\$1,484.00	\$178.95	\$1,431.60	\$135.00	\$1,080.00	\$182.00	\$1,456.00
1.5-Inch Copper Service Piping (ft.)	40	\$14.50	\$580.00	\$12.55	\$502.00	\$13.50	\$540.00	\$15.85	\$634.00
1.5-Inch Corporation Stop	1	\$257.84	\$257.84	\$214.29	\$214.29	\$155.00	\$155.00	\$219.00	\$219.00
1.5-Inch Curb Stop	1	\$405.98	\$405.98	\$349.78	\$349.78	\$310.00	\$310.00	\$356.00	\$356.00
Total Base Bid		\$183,892.59		\$183,117.84		\$128,293.00		\$185,396.60	

Quantity specified by vendor =
60 instead of 40

Res. No. 11

March 28, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: To Settle Proceeding to Review Real Property Assessment Challenge at 155
Commerce Park Drive Watertown, NY 13601, Parcel No. 8-50-102.000

Emmi Watertown LLC, instituted a Supreme Court proceeding to review the assessment of 155 Commerce Park Drive, Parcel No.: 8-50-102.000 for the 2021 tax year. The current assessment is \$4,079,100.

Emmi Watertown LLC has agreed to settle the proceedings for a \$3,000,000 assessment for tax year 2021.

A resolution settling the proceedings has been prepared for City Council consideration.

RESOLUTION

Page 1 of 2

To Settle Proceeding to Review
Real Property Assessment Challenge at
155 Commerce Park Dr Watertown, NY 13601
Parcel No. 8-50-102.000

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS certain premises owned by Emmi Watertown LLC in the City of Watertown at 155 Commerce Park Drive, Parcel No.: 8-50-102.000 is assessed for the following tax year:

2021 Parcel #: 8-50-102.000 \$4,079,100

and

WHEREAS Emmi Watertown LLC has heretofore duly instituted in the Supreme Court proceedings to review the assessment for tax year 2021, and

WHEREAS the parties have agreed that the assessment for the following years shall be reduced and set as:

2021	Parcel #: 8-50-102.000	\$3,000,000
2022	Parcel #: 8-50-102.000	\$4,079,100
2023	Parcel #: 8-50-102.000	\$3,300,000

and

WHEREAS Emmi Watertown LLC and the City agree to be bound to the provisions of RPTL §727 limiting the ability to challenge or change future assessments for tax years 2024, 2025 or 2026, and

WHEREAS a compromise and settlement of the aforesaid proceedings upon the above basis is deemed in the best interest of the Respondents,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that the City attorneys of the City of Watertown be and are hereby authorized, empowered and directed to enter into a formal Stipulation & Order of the aforesaid proceedings with counsel for Emmi Watertown LLC on the following terms and conditions:

1. The total assessment of the subject property shall be set for the following years as follows:

RESOLUTION

Page 2 of 2

To Settle Proceeding to Review
Real Property Assessment Challenge at
155 Commerce Park Dr Watertown, NY 13601
Parcel No. 8-50-102.000

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

2021 \$3,000,000

2. That the above adjustments will result in rebates for taxes paid in excess of the amounts that would have been due based on the adjusted assessments.
3. That an Order of the Supreme Court shall be made and entered settling the aforesaid proceedings to review said assessment without costs to either party as against the other and upon the terms and conditions set forth above, and

BE IT FURTHER RESOLVED that the City Assessor and all other municipal officers, agents or employees be and they hereby are directed to do such acts and things as may be necessary to give full force and effect to the aforesaid settlement, and

BE IT FURTHER RESOLVED this Resolution shall take effect immediately.

Secinded by _____

Res. No. 12

March 28, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: To Settle Proceeding to Review Real Property Assessment Challenge at 110 Commerce Park Drive Watertown, NY 13601, Parcel No. 8-50-101.401

Waterberry Lodging Company, instituted a Supreme Court proceeding to review the assessment of 110 Commerce Park Drive, Parcel No.: 8-50-101.401 for the 2021 tax year. The current assessment is \$4,546,800.

Waterberry Lodging Company has agreed to settle the proceedings for a \$3,300,000 assessment for tax year 2021.

A resolution settling the proceedings has been prepared for City Council consideration.

RESOLUTION

Page 1 of 2

To Settle Proceeding to Review
Real Property Assessment Challenge at
110 Commerce Park Dr Watertown, NY 13601
Parcel No. 8-50-101.401

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS certain premises owned by Waterberry Lodging Company in the City of Watertown at 110 Commerce Park Drive, Parcel No.: 8-50-101.401 is assessed for the following tax year:

2021	Parcel #: 8-50-101.401	\$4,546,800
------	------------------------	-------------

and

WHEREAS Waterberry Lodging Company has heretofore duly instituted in the Supreme Court proceedings to review the assessment for tax year 2021, and

WHEREAS the parties have agreed that the assessment for the following years shall be reduced and set as:

2021	Parcel #: 8-50-101.401	\$3,300,000
2022	Parcel #: 8-50-101.401	\$4,546,800
2023	Parcel #: 8-50-101.401	\$3,800,000

and

WHEREAS Waterberry Lodging Company and the City agree to be bound to the provisions of RPTL §727 limiting the ability to challenge or change future assessments for tax years 2024, 2025 or 2026, and

WHEREAS a compromise and settlement of the aforesaid proceedings upon the above basis is deemed in the best interest of the Respondents,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that the City attorneys of the City of Watertown be and are hereby authorized, empowered and directed to enter into a formal Stipulation & Order of the aforesaid proceedings with counsel for Waterberry Lodging Company on the following terms and conditions:

1. The total assessment of the subject property shall be set for the following

RESOLUTION

Page 2 of 2

To Settle Proceeding to Review
Real Property Assessment Challenge at
110 Commerce Park Dr Watertown, NY 13601
Parcel No. 8-50-101.401

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

years as follows:

2021 \$3,300,000

2. That the above adjustments will result in rebates for taxes paid in excess of the amounts that would have been due based on the adjusted assessments.
3. That an Order of the Supreme Court shall be made and entered settling the aforesaid proceedings to review said assessment without costs to either party as against the other and upon the terms and conditions set forth above, and

BE IT FURTHER RESOLVED that the City Assessor and all other municipal officers, agents or employees be and they hereby are directed to do such acts and things as may be necessary to give full force and effect to the aforesaid settlement, and

BE IT FURTHER RESOLVED this Resolution shall take effect immediately.

Seconded by _____

Res. No. 13

March 24, 2023

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Professional Services Agreement with LaBella Associates, D.P.C. for Grant Writing Services

On January 24, 2023, Purchasing and Planning Staff issued a Request for Proposals (RFP) to seek qualifications from individuals and firms who were interested in providing grant writing services for the City. Five proposals were received on February 21, 2023.

All five proposals were reviewed and evaluated based on several criteria outlined in the RFP including the firm's qualifications and experience, past success in obtaining grants for municipalities, the quality, clarity, and completeness of the proposal and the cost-effectiveness of the fees proposed.

After review of the proposals, Staff is recommending that the City Council accept the proposal from and enter into a contract with LaBella, Associates, D.P.C. LaBella has extensive experience in writing grants and securing and administering funds for municipalities, averaging 12-15 projects and \$10-12 million annually. LaBella has a local office in Watertown and offices throughout the State and Northeast with a large staff with wide ranging technical capabilities that can assist the City with many different types of projects.

LaBella has proposed to provide grant identification and grant application writing services to the City for a not to exceed cost of \$16,000, anticipating the preparation of four applications (\$4,000 each). If additional applications are requested by the City, LaBella will provide a revised estimate.

The attached resolution approves the Professional Services Agreement with LaBella Associates, D.P.C. for Grant Writing Services. If approved by the City Council, Staff will schedule a meeting with LaBella so that they can begin the process of completing a funding needs analysis and complete grant funding research to identify possible grant funding sources for the City. Once potential funding sources are identified and matched with proposed projects, Staff will present those opportunities to the City Council for review and approval.

RESOLUTION

Page 1 of 1

Approving the Professional Services Agreement with LaBella Associates, D.P.C. for Grant Writing Services

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council of the City of Watertown desires to secure the services of a grant writer to assist the City with grant applications as funding opportunities arise, and

WHEREAS City Purchasing and Planning Staff recently issued a Request for Proposals (RFP) to seek qualifications from individuals and firms who were interested in providing grant writing services for the City, and

WHEREAS five proposals were received and evaluated based on several criteria outlined in the RFP, and

WHEREAS after review of the proposals, Staff is recommending that the City Council accept the proposal from and enter into a contract with LaBella, Associates, D.P.C.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with LaBella Associates, D.P.C for Grant Writing Services, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the agreement on behalf of the City.

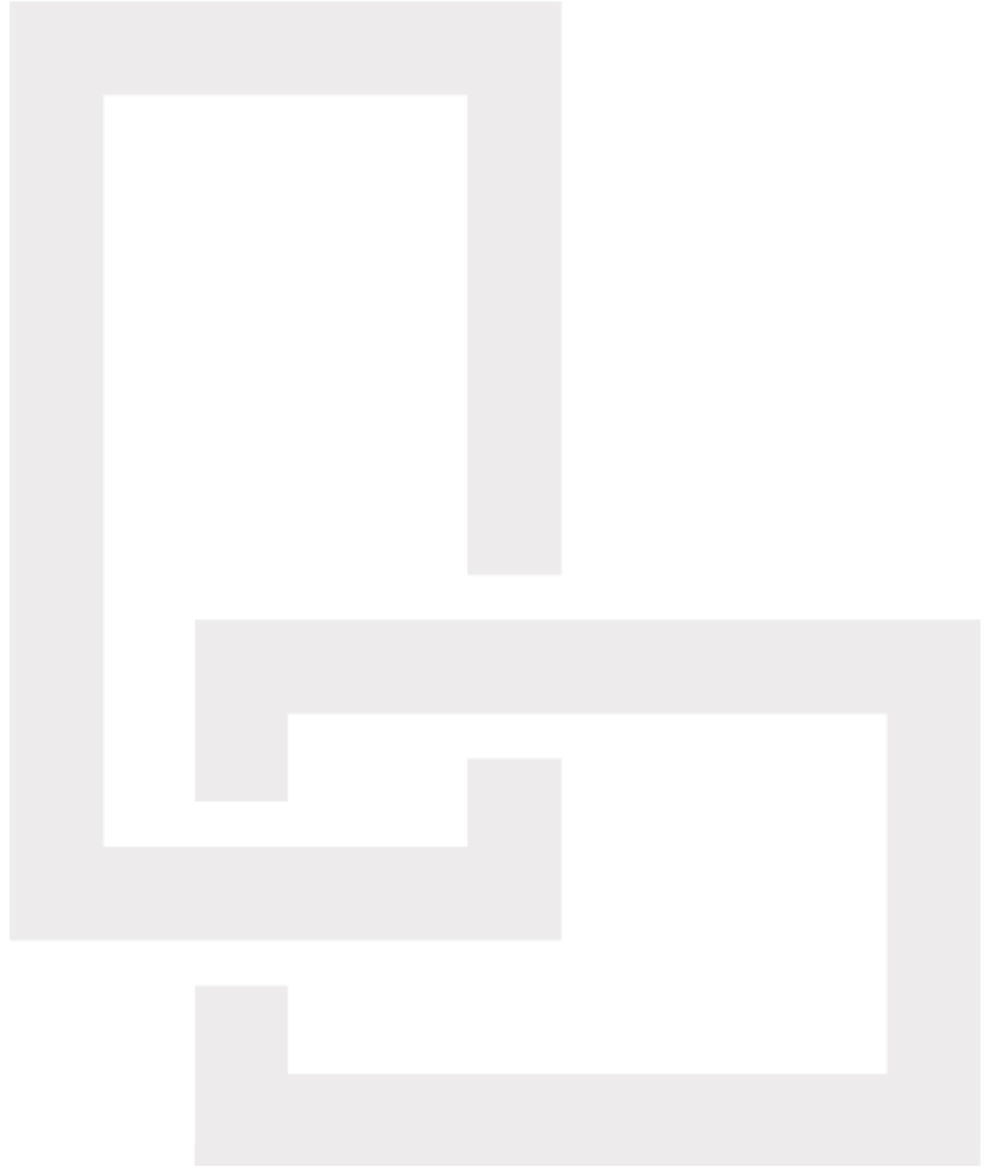
Seconded by _____

Prepared for:

Tina Bartlett-Bearup, Purchasing Manager
City of Watertown Purchasing Department
245 Washington Street, Suite/Room 302
Watertown, NY 13601

Submitted by:

E. Hartley Bonisteel Schweitzer
Senior Planner
LaBella Associates
Watertown, NY
(315) 783-9353



Proposal for City of Watertown
RFP #2023-02 Grant Writing Services

FEBRUARY 21, 2023

PROPOSAL NO. P2301304



February 21, 2023

Ms. Tina Bartlett-Bearup, Purchasing Manager
City of Watertown Purchasing Department
245 Washington Street, Suite/Room 302
Watertown, NY 13601

**RE: Proposal for RFP #2023-02 Grant Writing Services
City of Watertown, Jefferson County, New York**

Dear Ms. Bartlett-Bearup:

We at LaBella Associates are thrilled to respond to the City of Watertown's Request for Proposals for Grant Writing Services. As a locally based firm with a deep understanding of the needs and issues of communities like yours, we are confident that we have the expertise, experience, and enthusiasm to help you secure and administer the grant funds you need to reach the City's project goals.

Founded in 1978, LaBella is a 1,500-person, employee-owned, full-service Design Professional Corporation with 35 offices across the Northeast. Our areas of expertise include planning, grant writing and administration, engineering (civil, water/wastewater systems, environmental, transportation, structural, geotechnical, mechanical, electrical, plumbing, and energy), architecture, building code and life safety services, landscape architecture, environmental consulting and ecological services, land surveying, construction engineering and inspection, commissioning, drilling, power systems, program management, renewable energy, and waste/recycling.

Making a positive impact in the communities we serve is our passion. With over \$100 million in grant funding secured and administered in the last five years, we see the impact grant funds can have on a community—its economy, infrastructure, parks, housing, transportation. Though no two communities are the same, many share similar challenges and opportunities. We will work with you to understand the City's goals, vision, and funding needs and position the City of Watertown for future success.

Our team is composed of multidisciplinary professionals with a wide range of municipal expertise, including infrastructure, parks and trails, and community and economic development, ensuring that we can assist the City with all facets of grant identification, grant preparation, and grant administration. Edward Flynn, AICP, who has nearly 30 years of experience in municipal funding, will lead the team. Hartley Bonisteel Schweitzer, a Watertown resident, will be your primary point of contact and provide support and guidance to ensure a seamless experience. These professionals bring a wealth of knowledge and insight to the table that, when paired with our local focus and full-service capabilities, make us the ideal partner for the City's of Watertown's Grant Writing Services.



Thank you for considering LaBella Associates. We look forward to the opportunity to work with the City and to discussing our qualifications and approach with you further.

Respectfully submitted,

LaBella Associates

E. Hartley Bonisteel Schweitzer
Senior Planner
(315) 783-9353
hbonisteelschweitzer@labellapc.com

Christopher Round, AICP
Vice President, Planning Discipline Leader
(518) 824-1938
cround@labellapc.com

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Firm Experience

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**Per the RFP, the 20-page limit is exclusive of a Table of Contents, Proposal Compliance Documents, and Pricing Forms.*



SECTION 1
FIRM
EXPERIENCE

ABOUT LABELLA

At LaBella Associates, our job is to create – structures, plans, ideas, results. As a nationally recognized Design Professional Corporation, that's a given, right?

But here's what really drives us: creating partnership between our team and our clients. So much so that we become one team, unified in the unrelenting pursuit of exceptional performance on each and every project. Reliability. Accountability. Collaboration. Respect. Not skills we went to school for, but innate in LaBella team members.

The pursuit of partnership is embedded in our culture—has been since our inception in 1978. And it affects client outcomes in profound ways. It means we're built to expertly execute projects from start to finish. That we have the talent and resources to take on any challenge. That projects are completed on time, on budget, and beyond expectations. And that we win awards – not just for our talent, but also for our ethics, employee culture, and growth.

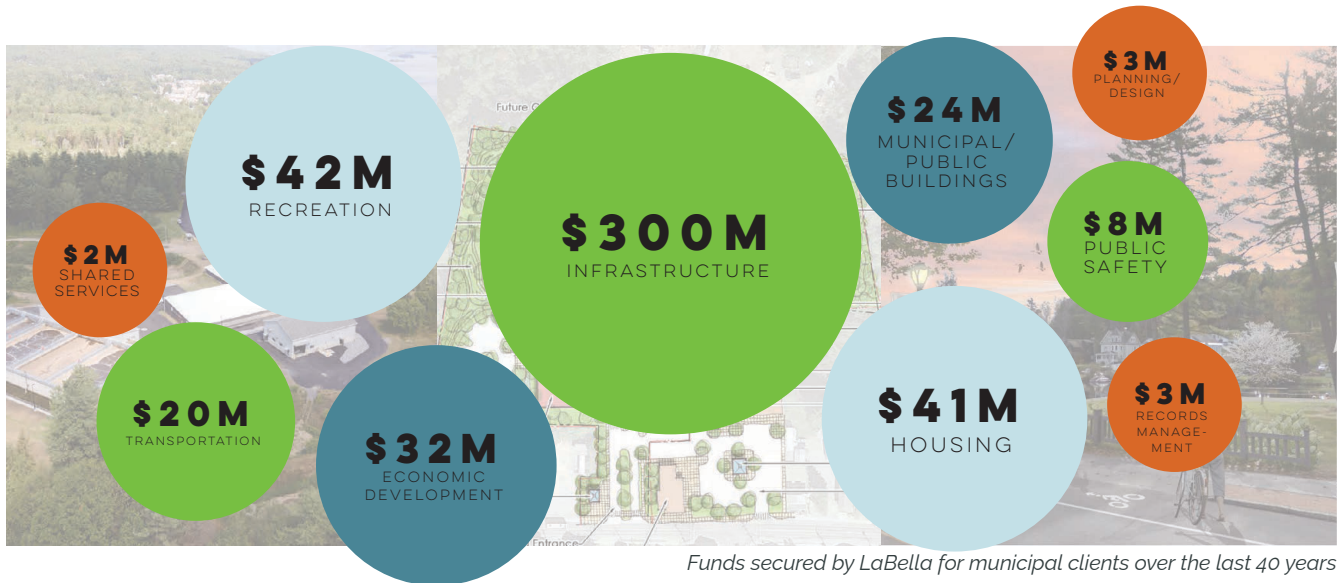
Today, our wheelhouse is broad, with four key service offerings: Buildings, Energy, Infrastructure, and Environmental. Our reach is widespread with over 1,500 staff located throughout the country and Madrid, Spain. We're headquartered in Rochester, NY—but our impact is seen, felt, and experienced around the world.



Our Technical Capabilities:

- | | |
|--|----------------------------|
| Architecture | Interior Design |
| Building Code & Life Safety Services | Landscape Architecture |
| Civil Engineering | Land Surveying |
| Commissioning Services | Mechanical Engineering |
| Construction Engineering & Inspection | Planning & Grant Writing |
| Drilling | Power Systems |
| Electrical Engineering | Program Management |
| Energy Engineering | Renewable Energy |
| Environmental Consulting & Ecological Services | Structural Engineering |
| Geotechnical Engineering | Transportation Engineering |
| | Waste & Recycling |

FUNDING COMMUNITY IMPROVEMENTS



The LaBella Associates Municipal Services team has achieved considerable success in helping clients find appropriate sources of funding for projects.

The team has been successful obtaining over \$540 million in aid on behalf of our clients for more than 40 years.

This success has enabled clients to implement priority projects while minimizing the direct impact of undertaking such projects on local finances.

We have had success in obtaining funding for various needs, including:

- Public Water and Sewer Systems
- Downtown Revitalization
- Economic Development
- Housing
- Municipal/Public Buildings
- Transportation
- Parks and Recreation
- Planning/Design
- Energy Efficiency and Conservation
- Brownfields
- Records Management

Grant Programs

- Community Development Block Grant (CDBG) Infrastructure Programs
- CDBG Housing Programs
- CDBG Economic Development Programs
- New York Main Street Program (NYMS)
- Local Government Efficiency Grants (LGEG)
- Local Waterfront Revitalization Program (LWRP)
- NYS Restore NY Communities Initiative Program
- Environmental Protection Fund (EPF)
- Transportation Alternatives Program (TAP)
- USDA (Rural Development) Infrastructure Grants
- USDA Community Facilities Grants
- Brownfield Opportunity Area (BOA) Grants
- NYS Consolidated Funding Applications (CFA)

Grant Administration and Project Management Services

LaBella also has an extensive record of assisting grantees in the administration of approved grant projects. Project management typically involves “hands-on” assistance to ensure compliance with program requirements including, but not limited to: financial management and reporting, M/WBE compliance, SEQR/NEPA reviews, procurement and labor standards.

Project Execution, Start to Finish

As a full-service firm, a successful grant application is not a bookend. LaBella is built to expertly execute projects from start to finish. We provide a long list of in-house expertise and engage outside partners where appropriate. Our engineers, architects, environmental consultants, land surveyors, landscape architects, transportation consultants and more seamlessly integrate planning, funding, and design to provide a one-stop shop for our municipal clients.

TECHNICAL MUNICIPAL SERVICES

Planning

LaBella's Planning group offers full-service planning and grants services. With a multi-disciplinary staff of 15 experienced members, including seven planners certified by the American Institute of Certified Planners (AICP), our clients can rest assured that we have the resources and knowledge to implement successful projects within budget and on time.

Our Planners have assisted Upstate New York communities for more than 45 years and are responsible for all planning services. Our goal is to assist clients with achieving their planning, community development, and economic development goals by providing a full range of services including:

- Agricultural Preservation
- Brownfield Area Planning
- Community Participation
- Comprehensive Planning
- Downtown Revitalization
- Economic Development
- Economic and Market Analysis
- Environmental Review
- Geographic Information Systems (GIS)
- Grant Applications and Administration
- Land Use Regulation and Zoning
- Market Research
- Municipal Infrastructure and Improvements
- Plan Review / Board Support
- Program Management
- SEQR and Impact Analysis
- Strategic Plans

Civil Engineering

Communities require a wide range of services, and that's where LaBella's team of dedicated civil engineers come in. Our team provides professional

services across a full spectrum of needs including assessments and planning, design, permitting, procurement, contract administration and inspection, commissioning, and operational support.

Wastewater

- Collection, Conveyance and Treatment
- Treatment Plant Operations
- Infiltration and Inflow Studies
- Sewer Rehabilitation
- Sludge Management

Stormwater Management

- Conveyance
- Stormwater Management Facilities and Practices
- SWPPP Inspections
- MS4 Management

Municipal Engineering

- Town and Village Boards
- Planning and Zoning Boards

Utility Design

- Gas and Electric
- Municipally Owned

Site Development

- Site Selection / Evaluation
- Planning Board Assistance
- Site Layout
- Grading and Utility Design
- Storm Water Management
- SPDES Compliance

Domestic Water

- Source Development
- Treatment, Storage and Distribution

Mapping

- 3D Surface Modeling
- GPS and GIS

Hydraulics

- Backwater Analysis and Flood
- Watershed Hydrologic Studies
- Dynamic Stormwater Computer Modeling

Street Design

- Pavement Analysis and Evaluation
- Roadway and Streetscapes
- Traffic Analysis
- Construction Services

Inspection



Architecture

LaBella's Architecture Division consists of licensed architects, interior designers, and a support staff of over 50 architectural designers and technicians. From inspiration to completion, we've got you covered.

- Project Management
- Development Scheduling
- ADA Compliance
- Site Selection and Analysis
- Feasibility Studies
- Land Use Master Planning
- Space Planning
- Site/Sports Planning
- Building Information Modeling
- Facilities Evaluation and Planning
- Project Programming
- Cost Analysis
- 3D Visualization (Models and Animation)
- Resident Project Representation

We work to incorporate aspects of the US Green Building Council practices into our projects when appropriate. LaBella has LEED Accredited Professionals on staff that are committed to providing sustainable design.



SECTION 2
PROFESSIONAL STAFF

PROFESSIONAL STAFF

We have assembled the following team to collaborate with the City on obtaining Federal, State, and/or local funding. Leading the team as **Project Manager** and the City's contact person for coordinating services is Hartley Bonisteel Schweitzer. Not only is Hartley excited at the prospect of this being her next grant writing and administration project, but she is even more eager to serve her own community as a Watertown resident. Supporting Hartley are **LaBella's planners, engineers, and municipal funding specialists** who have the knowledge, experience, and attention to detail to identify, prepare, submit, and administer grant/funding applications and contracts for the City. **Our municipal services team** provides the technical know-how that is critical to dissecting which projects qualify for—and will be successful in obtaining—funding. **LaBella's diverse service offerings** can support the City with projects following a successful funding application, such as parks and waterfront improvements, water and wastewater systems, environmental cleanup and redevelopment, streetscapes and more.

Together, this team has a successful record in helping our municipal clients fund their projects with monies and/or loans from a long list of Federal, State and local agencies. Most of all, they are eager and committed to serving the City of Watertown. **Brief resumes follow.*

CITY OF WATERTOWN

**Christopher Round,
AICP**
Principal-in-Charge

**E. Hartley Bonisteel
Schweitzer, AICP**
Project Manager

GRANT WRITING & ADMINISTRATION

Edward Flynn, AICP
Director of Planning
Municipal Funding Leader
(New York Main Streets,
Micro Enterprise, Planning)

**Robert E. Murray, Jr.,
AICP**
Senior Municipal
Funding Specialist
(CDBG, EFC, WIIA Programs)

Jennifer Vaughn, EIT
Grants Specialist,
Civil Engineer
(Infrastructure Programs)

MUNICIPAL SERVICES

Michael Simon
Civil Regional Leader

Steven Calocerinos, PE
Senior Civil Engineer

RESUMES

PROJECT MANAGER



E. Hartley Bonisteel Schweitzer, AICP

A resident of Watertown, Hartley is a Senior Planner with over ten years of community planning experience, focusing particularly on rural Northern New York communities. She has successfully navigated numerous community development and housing grant applications across federal, state and local government, including three recent successful applications for the Village of Massena—a NYS Department of State (NYSDOS) Brownfield Opportunity Area (BOA) Nomination Study, NYS Environmental Facilities Corporation (EFC) Engineering Planning Grant (EPG) for wastewater treatment plant upgrades, and a second EPG for a sewer main slip lining project.

Hartley has also worked extensively with managing compatible land use development between municipal and military partnerships particularly in relation to renewable energy facilities. She also has experience in drafting comprehensive plans, zoning ordinances, and finding creative planning solutions to local government challenges.

Hartley earned her bachelor's in urban and regional studies from Cornell University. She served as Planning Board Chair for the Village of Chaumont, sat on the Board of the Cornell Cooperative Extension of Jefferson County, earned a Certificate of Appreciation for Exceptional Assistance to the Fort Drum Military Community and an Army Community Partnership Award in 2019. Prior to joining LaBella, Hartley was a Community Planner for the Development Authority of the North Country (DANC) for six years.

Hartley is currently serving the Village of Massena in a similar role and has capacity to dedicate 20% of her time to Watertown.

PRINCIPAL-IN-CHARGE



Christopher Round, AICP

Chris is a Vice President and Planning Discipline Leader at LaBella. He has 30 years of experience in providing land use planning and environmental services to local municipalities. He is experienced in securing grant funds for public and private entities, the development of municipal plans and land use regulations, and public participation and outreach efforts. Chris oversees LaBella's municipal services program, focused on securing and administering a wide variety of funding sources including Community Development Block Grant (CDBG), Local Waterfront Revitalization Program (LWRP), New York State Office of Parks, Recreation and Historic Preservation (OPRHP), Dormitory Authority of the State of New York (DASNY), State and Municipal Facilities (SAM) target planning, parks/trails, and infrastructure projects. Annually this includes 12-15 projects and \$10-12M.

Chris holds a bachelor's in environmental studies from the College of Environmental Science and Forestry and is a member of the American Planning Association (APA) and New York Planning Federation.

Chris will work closely with Hartley to ensure she has the resources and support she needs.

RESUMES

GRANT WRITING & ADMINISTRATION



Edward Flynn, AICP

Ed is LaBella's Director of Planning and a Municipal Funding Leader. He has over 28 years of experience in planning, economic development, and downtown revitalization. His extensive experience working with elected officials, community groups, and municipal staff has resulted in successful, award-winning projects. He has obtained more than \$30M in grant funding from state and federal agencies to assist municipalities and organizations with community and economic development projects including: \$6.8M in multi-modal transportation projects, \$6.5M in infrastructure and community projects, \$5.8M for downtown building improvements, \$5.8M for economic development projects, \$3.4M for brownfield planning and redevelopment projects, and \$1.2M in housing rehabilitation projects.

Ed holds a master's in city and regional planning from Rutgers University and a bachelor's in economics from the University at Buffalo. He is also a member of the APA.

Ed will assist Hartley in the funding needs analysis and developing a funding strategy. He has adequate capacity to function in this role.



Robert E. Murray, Jr., AICP

Bob has built a career on addressing the infrastructure, housing, and economic development needs of the region. First as the Principal/Owner of Shelter Planning & Development for 35 years and most recently with LaBella Associates, Bob's expertise lies in evaluating community needs and developing a winning strategy to target key funding programs. He has over 40 years of success in securing and administering Housing and Urban Development (HUD) CDBG, NYS EFC, State Revolving Fund (SRF), Water Infrastructure Improvement Act (WIIA), Restore NY, NYS Empire State Development (ESD), US Department of Agriculture (USDA), and US Economic Development Administration (EDA) programs. In the last ten years, Bob has led successful comprehensive applications totaling \$8.6M, five public facilities projects totaling \$2.4M, and 14 infrastructure projects totaling \$18M.

Bob has a master's degree in public administration from Syracuse University.

He is currently serving the Villages of Whitehall and Scotia, and will support funding requests.



Jennifer Vaughn, EIT

Jennifer brings a unique perspective to our proposed team. She has 14 years of experience as a grant specialist as well as a civil and environmental engineer. Jennifer has supported municipal clients in prioritizing projects, securing grant funds, completing studies, and executing community improvement projects. She has served over 45 municipalities, helping them to secure over \$75M in grant funds, including working with Hartley on two of the recent three successful grant applications for the Village of Massena. She has also assisted in the development of water and wastewater preliminary engineering reports, asset management plans, and strategic economic development plans.

Jennifer earned her master's and bachelor's degrees from Rensselaer Polytechnic Institute, and is an Engineer-in-Training.

Jennifer will support the development of up to two applications, working closely with Ed and Hartley.

RESUMES

ENGINEERING



Michael Simon

Mike is a Civil Regional Leader with LaBella. He has over 25 years of experience in municipal and site engineering as well as land development and planning. He is a versatile results-oriented professional with in depth knowledge of various aspects of capital improvement projects including public utilities, municipal facilities, regional stormwater management, and stream bank stabilization. He is well versed in development, environmental, and stormwater regulations and has successfully worked with local, state and federal governing agencies to assure all levels of compliance with policy standards. Mike has served as an engineering planning representative/consultant to over 25 municipalities throughout his career.

Mike is a Certified Professional in Erosion & Sediment Control (CPESC) and a Certified Professional in Municipal Stormwater Management (CPMSM). He earned his bachelor's in environmental science and natural resources from Plattsburgh State University. He serves as President of the New York Chapter of the American Public Works Association (APWA) and is a member of the New York Planning Federation.

Michael will oversee and provide quality control of engineering work products. He has sufficient capacity to serve in this role.



Steven Calocerinos, PE

Steve is a project manager with over 28 years experience, and is responsible for leading the civil land development engineering team in Syracuse and the North Country of New York. His responsibilities include managing projects from start to finish, including client interaction, presentations at town meetings, coordinating design teams, creating design reports, processing plans through reviewing agencies, and managing projects throughout construction. Steve has a wealth of experience working with both municipal clients as well as private residential and commercial developers, with an emphasis on site selection assistance and due diligence, residential and commercial land development, storm sewer, sanitary sewer and potable water utility infrastructure planning, layout and design, stormwater pollution prevention plan preparation, roadway and pedestrian infrastructure improvements, and septic system designs.

Steve earned his bachelor's in civil engineering from Syracuse University and is a licensed professional engineer in New York and Florida.

Steve has more than 20% of his time available for Watertown and will guide/advise on infrastructure matters.



SECTION 3

SCOPE OF WORK

SCOPE OF WORK

Project Understanding

The City of Watertown, located in New York State's North Country, has a population of 24,685 and a rich history linked to the Black River. As the central hub of the Watertown-Fort Drum Metropolitan Statistical Area and Jefferson County, the City's economy has shifted towards services and leisure activities. Major retail, healthcare, education, tourism, and recreation employers provide a strong foundation for the local economy.

The City is ready to implement and needs help securing the necessary financial resources to carry out its goals. We recognize the critical role grants can play in supporting the implementation of these plans, and we are committed to providing the City with the support you need to secure the funding you require.

Our team deeply understands the grant-making process and we have a proven track record of securing funding for our clients. By working closely with the City to understand your needs and priorities, we will develop a customized approach to grant writing that will maximize your chances of success. Our familiarity with the City's resources, including infrastructure, partnerships, and available data, will allow us to effectively showcase the City's strengths and capabilities in grant proposals.

The City of Watertown can be confident that, by partnering with LaBella Associates, its grant writing needs will be handled with expertise, professionalism, and a steadfast commitment to



success. Most of all, we are eager to help you secure the funding the City needs to turn your plans into a reality.

Our Approach

Our initial efforts will focus on understanding the priority projects and their status. This will require a series of meetings with City Planners and staff. Once we understand the current priorities, we would be in a position to discuss our approach to securing funding and future funding needs. We will work with you collaboratively in this process to build a portfolio of target projects and a strategy to improve readiness and funding competitiveness.

It may be appropriate to convene Department Heads and Elected officials to solicit projects and/or establish priority needs. We have several tools we have utilized to help communities evaluate project priorities and readiness. It is important that projects be well defined, that basic due diligence be completed, and that any

The City is poised for success, having a foundation of vision and needs, as established in recent planning documents.

concept plans and cost estimates be current in order to create a competitive funding request.

Upon identifying priority projects, we would screen projects against our knowledge of the funding programs and advise you of the most competitive applications. We would then advance funding requests (applications) consistent with program requirements and deadlines. City staff's efforts would be limited to those efforts to secure board resolutions authorizing applications, committing matching funds, and secure required signatures and supporting documents.

SCOPE OF WORK

If interested, we would work with you to list any water and sewer projects on the multi-year and annual list Intended Use Plan (IUP) and identify supporting efforts to improve project readiness such as engineering reports, community support, and/or environmental clearances (i.e. SEQRA).

Preparing successful funding requests is a multi-year effort and investment by the City. We will work with you to develop a strategy to build a pipeline of competitive projects to address the City's long term needs.

Scope of Work

1. Funding Needs Analysis

We have a basic understanding of the City's capital project needs having (Hartley) resided in the community and been active in planning related activities. We are familiar with the recently completed (and current) planning efforts such as the 2019 Comprehensive Plan, the DRI Strategic Investment Plan, and the LWRP update. We would work with City staff to develop a list of candidate projects from these documents as a starting point for discussions.

The needs analysis will be a dialogue between LaBella and the City to:

- Review the future needs of the City.
- Understand priorities and any critical consent orders by state or federal agencies;
- Identify scope and locations of projects;
- Discuss eligibility, competitiveness, timing, and any required grant match availability; and

- Determine the need for preparation of preliminary engineering reports or other supporting documentation for grant projects.

From an initial review of several of the planning initiatives, we understand the City's needs include (but are not limited to):

- Stimulate Redevelopment of Strategic Sites (BOA Nomination)
- Black River-Sewall's Island and Downtown Connector (BOA Predevelopment, LWRP)
- Downtown/Streetscape Improvements-Parking

We have been successful in leveraging the BOA funding program to advance planning and project implementation in the Villages of Hudson Falls, Greenwich, and Scotia, Towns of Stillwater and Queensbury as well as the Cities of Batavia, Cohoes, and Oswego; funding streetscape improvements, environmental investigation/remediation, and attracting public and private investment in parks and public spaces.

We understand the City will adopt the LWRP update. Once adopted, the LWRP can fund actual physical projects and we have been successful in a variety of communities securing funds for public parks and waterfront improvements.

2. Grant Funding Research

LaBella works with multiple agencies and programs to assist client communities. There is no limit on the size or type of grants the firm will pursue. Access to potential sources of grant funding will be obtained in a variety of ways. The most common methods include:

The BIL and State Revolving Funds for Infrastructure

The Bipartisan Infrastructure Law (BIL) will infuse NYS Environmental Facilities Corporation (EFC) State Revolving Fund (SRF) financing programs with additional funding annually for five years (starting in 2022). **New York received \$427 million in the first installment.** This will allow the SRF programs to support more infrastructure improvement projects.

EFC's Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) are the primary sources of funds for sewer and water infrastructure, resulting in long-term low-cost financing and [in some instances] grants.

The first step in applying for financing through the SRF is listing a project to be included in the Intended Use Plans (IUP). IUPs are published annually to list requests by municipalities for funding from the CWSRF and the DWSRF. IUPs list wastewater projects and drinking water projects that have the potential to advance to construction in the near term. Listing on the IUP requires preparation of a Project Listing Form and an approvable engineering report (conforming to EFC standards). This year, special provisions address emerging contaminants and replacement of water service lines containing lead.

The Deadline: List or Update Your Project by June 16, 2023

SCOPE OF WORK

- Consolidated Funding Application Grant Resources
- Direct solicitations (Notice of Funding Availability (NOFA) from funding agencies
- Contacts with program personnel of State and Federal agencies
- Contacts with local and county government personnel
- NYS Contract Reporter
- Grants Gateway

3. Grant Funding Recommendations

Based on the results of the funding needs analysis, we will conduct research to identify grant resources including, but not limited to, federal, state, agency, and authorities that support the City's funding needs and priorities. It is understood that these areas are presented for illustration and not limitation.

We will provide the City with summaries of potential funding opportunities on a regular basis. Summaries should include, but not be limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

4. Grant Proposal Development and Writing

The grant preparation process will include, but is not necessarily limited to:

- Background development including a review of relevant documentation (preliminary engineering report) for the project
- Gathering required attachments for the application
- Coordinating and supporting public notices, public hearings, and Board resolutions

Staff Support

We find that your staff may have the most comprehensive understanding of issues that make an application strategically competitive. We want to mine that institutional knowledge to put forward the strongest funding request. Sometimes the role of staff may be limited to securing the required signatures and/or supporting resolutions or a review of a draft submittal. We will work with you early on to identify City staff's role and level of effort so that you can plan accordingly.

- Preparation or review of State (SEQR) and/or federal (NEPA) environmental reviews
- Attendance, if needed, at Board meetings to review the grant project
- Working with engineers or other third parties to ensure their reports are consistent with the grant request and the requirements of the funding agency.
- Grant application development
- Distribution of draft grant application to staff or board members for review
- Proposal Submission
- Proposal Tracking/Negotiation
- Conduct Post-Mortem with Funding Agency if the grant is not funded
- Report to the City/Departments

A copy of each grant application package submitted for funding will be submitted to the City.

5. Monitoring the Status of a Grant Application

We will maintain contact with the funding agency as the grant proposal is being reviewed and evaluated. We will respond to questions by the funding agency and provide additional

information as needed to facilitate the processing of the proposal.

If the request for funding is denied, we will request a meeting with the funding agency to review the application and the reason for the denial. County officials and representatives of local governments, as appropriate, will be involved in this process. The post-mortem will be useful in determining the reasons for the decision by the funding agency and to determine if the resubmission of the proposal (with modifications) could have a positive impact on the outcome in a future grant cycle.

Grant Administration Services

If the grant is funded (or for the current grants in process), we can provide comprehensive grant administration services to the City to ensure the grant is implemented within required timeframes and is compliant with state/federal regulations. The majority of grant programs will provide funding for grant administration. Our goal is to provide any grant administrative services to the City with funding program's permissible allowance-with no out of pocket costs to the City. Certain programs do not provide a reimbursement and we will work to define the basic scope to limit fees to the City.

SCOPE OF WORK

While the requirements differ among grant agencies, the typical scope of work for grant administration includes, but is not limited to:

- Assist the Council in the establishment of the project account and the preparation of draw downs for grant funds.
- Assist the Council in developing and maintaining the financial management system required to carry out the grant.
- Assist the Council in complying with all applicable Federal, State and Local rules and regulations in carrying out the grant
- Assist the City in complying with applicable Federal and State environmental and historic preservation requirements, including the preparation of an environmental assessment.
- Review all requests for payment and advise the City regarding the disposition of these requests.
- Prepare required grantee Performance Reports and minority utilization reports for submission to the State.
- Coordinate all project activities in accordance with program guidelines and provide periodic reports to the City.
- Serve as the agent of the City in dealing with the Project Engineer, contractors, and other project participants.
- Advise the City regarding procurement procedures. This will include professional services, as may be necessary, as well as construction services and/or the purchase of materials.
- Review all contract documents and recommend actions as may be appropriate.
- Ensure compliance with Federal and State requirements in the preparation of bid documents, advertising for bids, and the selection of a contractor.
- Attend pre-construction meetings, define federal/state requirements, and define the contractor's responsibilities.
- Maintain contact with State or federal field representatives to ensure effective administration of the project.
- Assist the City in coordinating the expenditures of local funds, if necessary, with grant funds to ensure the timely completion of project improvements.
- Prepare program amendments or modifications as may be required in order to respond to changing conditions and ensure the timely implementation of the project.
- Prepare the final close out documents.
- Prepare for and attend monitoring sessions with state agencies.



Brownfields, parks and trails, wastewater treatment plants, streetscapes—the range of projects eligible for funding is vast. These are just a few of the results of LaBella's successful grant/funding applications prepared on behalf of municipal clients. Pictured left to right: Newberry Building Improvement in the City of Batavia (New York Main Street Program), Village of Lake George Wastewater Treatment Plant replacement (WQIP, WIIA, SRF), City of Cohoes Remsen Street Streetscape Improvements (CDBG).



SECTION 4
RELEVANT EXPERIENCE

RELEVANT EXPERIENCE

Recent Successful Grant Applications

LaBella has been successful in securing over \$540 million for municipal clients in the last 40 years. The following describes grant applications prepared for municipal clients by LaBella that were funded **in the last five years**. For many of these projects, we also supported our clients with planning, engineering, architectural, and environmental services to progress the projects—often to completion. We also encourage the City to contact the references listed at the end of this section.

KEY FUNDING PROGRAMS

- NYSDEC Water Quality Improvement Project Program
- Environmental Facilities Corporation Green Innovation Grant Program
- Community Development Block Grant Infrastructure, Economic Development
- EFC Engineering Planning Grants
- EFC Water Infrastructure Improvement Act
- EFC Drinking Water State Revolving Fund and Clean Water State Revolving Fund
- NYSDOS Local Waterfront Revitalization Program
- NYSDOT Transportation Alternative Program
- NYS Office of Parks, Recreation and Historic Preservation
- DOS Brownfield Opportunity Area Program
- New York Main Street
- Empire State Development
- Restore NY

\$12
MILLION
LOCALLY
SINCE 2018

NYSDEC Water Quality Improvement Project (WQIP) Program

Communities include:

- Town of Queensbury Rockhurst Sewer District \$6.1M Requested/Funded (2021)
- Lake George Land Conservancy ClarkHollow Bay Land Acquisition \$3.7M Requested/Funded (2021)
- Town of Stillwater Saratoga Lake Water Quality Study \$30k Requested/Funded (2019)
- Town of Lake George Wastewater Treatment Plant \$2.5M (2018)



\$4.2
MILLION

Environmental Facilities Corporation Green Innovation Grant Program (GIGP)

Communities include:

- City of Cohoes Canal Square Park \$1.1M Requested/Funded (2017)
- Village of Hudson Falls Paris Park \$725k Requested/Funded (2018)



RELEVANT EXPERIENCE

Recent Successful Grant Applications

\$8M
MILLION
LOCALLY
IN LAST
5 YEARS

Community Development Block Grant (CDBG) Infrastructure

Communities include:

- City of Cohoes Streetscape Improvements \$460k Requested/Funded (2021)
- City of Batavia Water Improvements \$1M Requested/Funded (2021)
- City of Hornell Water Pollution Control Plant \$1.2M Requested/Funded (2022)



\$4.4
MILLION
LOCALLY
IN LAST
5 YEARS

CDBG Economic Development

Communities include:

- Town of Victor CDBG-CV Cares Act \$500k Requested/Funded (2021)
- Wyoming County Microenterprise \$422,350 Requested/Funded (2021)
- Village of Whitehall, Village of Perry, City of North Tonawanda (ongoing programs)



\$630
THOUSAND
LOCALLY
IN RECENT YEARS

NYSEFC Engineering Planning Grants

Communities include:

- Village of Massena WWTP Upgrades \$50k Requested/Funded (2022)
- Village of Massena Sewer Slip Lining \$50k Requested/Funded (2022)
- Town of Lake George Caldwell Sewer District I/I Study \$50k Requested/Funded (2019)



\$17.5
MILLION
IN LAST
5 YEARS

NYSEFC Water Infrastructure Improvement Act (WIIA)

Communities include:

- Village of Attica Water Treatment Plant Improvements \$5M Requested/Funded (2022)
- Wayne County WWTP Regional Tank \$3.9M Requested/Funded (2019)
- Village of Hamburg Water Tank/System \$3M Requested/Funded (2019)



RELEVANT EXPERIENCE

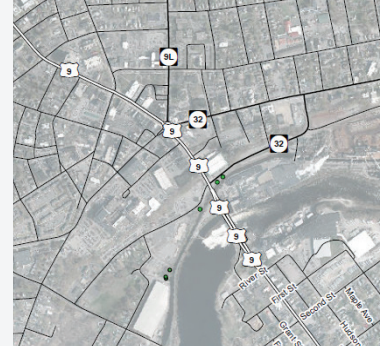
Recent Successful Grant Applications

12
PROJECTS
IN 3 YEARS

NYSEFC Drinking Water State Revolving Fund (DWSRF) and Clean Water State Revolving Fund (CWSRF)

Communities include:

- City of Glens Falls WWTP \$815k Requested/Funded (2018)
- City of Glens Falls Henry Street \$468k Requested/Funded (2019)

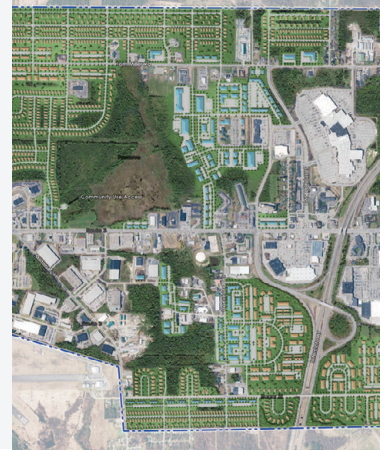


\$3.6
MILLION

NYSDOS Local Waterfront Revitalization Program (LWRP)

Communities include:

- Town of Stillwater Saratoga Lake Water Quality Study \$45k Requested/Funded (2019)
- Town of Plattsburgh Smart Growth Plan LWRP Planning \$95k Requested/Funded (2017)
- Village of Clyde Canal Access \$500k Requested/Funded (2022)



\$3.8
MILLION

NYS DOT Transportation Alternative Program (TAP)

Communities include:

- Village of Perry Multi-Use Trail \$998k Requested/Funded (2019)
- Village of Hamburg Pedestrian Improvement \$889k Requested/Funded (2019)
- Town of Perinton ADA Compliant Sidewalks \$880k Requested/Funded (2017)



\$4.2
MILLION

NYS Office of Parks, Recreation and Historic Preservation

Communities include:

- Village of Perry Silver Lake Beach \$300k Requested/Funded (2018)
- Village of Scotia Hudson-Mohawk Schonowee Trail \$204,740 Requested/Funded, Collins Park Upgrades \$194,875 Requested/Funded (2019)
- Village of Hudson Falls Derby Park \$600k Requested/Funded (2019)



RELEVANT EXPERIENCE

Recent Successful Grant Applications

**\$1.9
MILLION**

NYSDOS Brownfield Opportunity Area (BOA) Program

Communities include:

- Village of Massena Downtown BOA \$200k Requested/Funded (2022)
- Village of Scotia Downtown Revitalization Plan \$200k Requested/Funded (2021)
- Village/Town of Greenwich Nomination \$200k Requested/Funded (2019)



**\$3+
MILLION**

New York Main Street Program

Communities include:

- Village of Hamburg \$225k Requested/Funded (2017)
- City of Batavia Police Station \$20k Requested/Funded (2021)
- City of Batavia Downtown Target \$450k Requested/Funded (2019)
- Village of Lyndonville \$500k Requested/Funded (2019)



**\$1.5
MILLION
IN LAST
5 YEARS**

Empire State Development

Communities include:

- Town of Elmira Strategic Development Plan \$30k Requested/Funded (2021)
- Cortland County McNeil Development \$800k Requested/Funded (2019)
- City of Niagara Falls Niagara Arts Center Renovation \$500k Requested/Funded (2017)



**\$3.7
MILLION
JUST IN
2022/23
CYCLE**

Restore NY

Communities include:

- Village of Greenwich Renovation of Two Historic Buildings \$1.6M Requested/Funded (2023)
- Village of Hudson Falls Residential Housing Redevelopment \$600k Requested/Funded (2023)
- Village of Chaumont Redevelopment of Four Vacant Buildings \$990k Requested/Funded (2023)
- Genesee County Downtown Park and Parking \$540k Requested/Funded (2023)



RELEVANT EXPERIENCE

References

City of Batavia

Rachael Tabelski

City Manager

rtabelski@batavianewyork.com

(585) 345-6334

Village of Perry

Rick Hauser

Mayor

rick@insitearch.com

(585) 237-2614

Village of Greenwich

Pamela Fuller

Mayor

mayor@villageofgreenwich.org

(518) 321-4395

Village of Massena

Monique N. Chatland

Village Clerk

villageclerk@village.massena.ny.us

(315) 769-8625





SECTION 5

FEE STRUCTURE

FEE STRUCTURE

City of Watertown RFP #2023-02 Grant Writing Services

We propose to provide grant identification and application services to the City for a not to exceed cost of \$16,000; anticipating the preparation of four (4) applications. We typically charge \$5,000 to \$7,000 per application and this fee represents a reduced rate. If additional applications are required or requested, we can provide a revised estimate.

Preparation of funding requests can vary from project to project and the funding program. This fee does not include the preparation of any engineering report or feasibility study.

Funds to administer grants are usually budgeted within the grant award and, if requested to support grant administration we would typically utilize those funds to administer the grants.



SECTION 6
PROPOSAL COMPLIANCE
DOCUMENTS

PROPOSAL CERTIFICATIONS

EXCEPTIONS OR LIMITATIONS TO SPECIFICATIONS AND CONDITIONS

This page must be completed and signed by the vendor for your proposal to be considered by the City of Watertown.

A. If any exceptions or limitations to the requirements are part of your proposal, you must check box 1 (below) and indicate the limitation on this page.

B. If no exceptions or limitations are part of your proposal, you must check box 2 (below).

1. The following limitations or qualifications are included in this bid:

- a. Delivery:
- b. Freight or Delivery Charges:
- c. Pricing:
- d. Other (please specify):

2. No Limitations or Exceptions Apply

Authorized Signature



Title Vice President, Planning Discipline Leader

Please sign here

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

The City of Watertown reserves the right to award contracts by total (aggregate), group (subcategory) or individual (line-by-line), whichever is in the best interest of City of Watertown. The City of Watertown guarantees no minimum or maximum award by acceptance of the awarded proposal.

By signing below and submitting this proposal for consideration by the City of Watertown, the contractor acknowledges that he/she has read, understood and agreed to all aspects of the Requirements, Instructions and Conditions, all appendices and the Bidder Response Form as presented without reservation or alteration. The Contractor, Contractor affiliates and any other agency that intercedes on the Contractor's behalf also agrees to hold the City of Watertown harmless and not responsible for any hardship that can or potentially could be caused and subsequently impacts the bidder as a result of this bid.

Authorized Signature:



Title Vice President,
Planning Discipline Leader

Printed Name:

Christopher Round, AICP

Company Name

LaBella Associates, D.P.C.

Address:

300 State Street, Rochester, NY 14614 (Headquarters)

Phone Number:

(518) 824-1938

Fax Number

(585) 454-3066

E-mail address:

cround@labellapc.com

Website:

www.labellapc.com

Please sign here

Compliance to Law Requirements

In accordance with the provisions of Section 103-A of the General Municipal Law, it is understood and agreed that upon refusal of a person called upon before a Grand Jury to testify concerning any transactions or contracts had with the State, or an political subdivision thereof, a public authority or any public department, agency or officer of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against any subsequent criminal, prosecution or to answer any relative question concerning such transaction or contract:

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal, and to provide that:
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959 or with any fire district or any agency or official thereof, on or after the first day of September, 1960, by such person, any by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damage on account of such cancellation or termination but any monies owing by the municipal corporation or fire district for goods, delivered or work done prior to the cancellation or termination shall be paid.

Section 103-d Statement of non-collusion in bids and proposals to political subdivision of the state:

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that he had fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

NON-COLLUSION CERTIFICATE

EACH BID OR PROPOSAL MUST HAVE ATTACHED TO IT A NON-COLLUSION CERTIFICATE PURSUANT TO 103-D OF THE GENERAL MUNICIPAL LAW FULLY COMPLETED AND SIGNED. THE CERTIFICATE BELOW MUST BE COMPLETED AND RETURNED WITH THIS BID.

Resolved that Christopher Round, AICP, Vice President be authorized to sign and submit the bid or proposal of this corporation for the following project:

City of Watertown RFP #2023-02 Request for Proposal - Grant Writing Services

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporation bidder shall be liable under the penalties of perjury.

B. R. Misk

The foregoing is true and correct copy of the resolution adopted by:

LaBella Associates, DPC

Corporation

At the meeting of its Board of Directors held on 2nd day of February 2022



(Seal of Corporation)

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS
OF
LABELLA ASSOCIATES, D.P.C.**

February 2, 2022

The undersigned, being all of the members of the Board of Directors (the “**Board**”) of LaBella Associates, D.P.C., a New York design professional corporation (the “**Company**”), do hereby take the following action, which action is required or permitted to be taken by vote, without a meeting, on unanimous written consent:

Officers’ Signing Authority

WHEREAS, at this time, the Board desires to formalize the practice of the Company that all officers of the Company are authorized to sign on behalf of the Company;

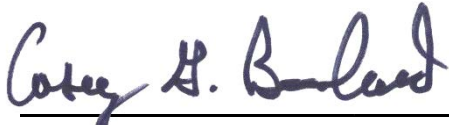
NOW THEREFORE, BE IT RESOLVED, that all officers of the Company are hereby authorized to make, execute, endorse and deliver, in the name of and on behalf of the Company, any and all written instruments, agreements, documents, proposals, bids, transfers, assignments, contracts, obligations and other instruments of whatever nature entered into on behalf of the Company.

RESOLVED FURTHER, that all actions heretofore taken by the officers of the Company on behalf of the Company within the scope of the foregoing resolution are hereby approved, adopted, ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Resolution of the Board of Directors as of the date indicated, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This action shall be filed with the minutes of the proceedings of this Board of Directors, and shall be effective as of the date set forth above. Any copy, facsimile or other reliable reproduction of this action may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction be a complete reproduction of the entire original writing.

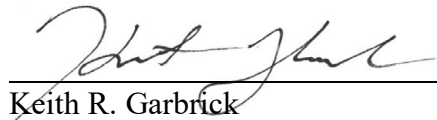
BOARD OF DIRECTORS



Casey Bernhard



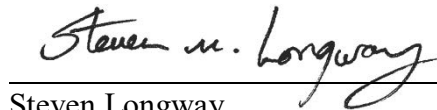
Brian R. Miller




Keith R. Garbrick



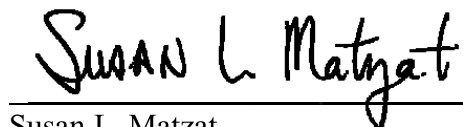
Robert Healy



Steven Longway



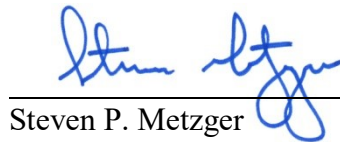
Jeffrey A. Roloson



Susan L. Matzat



Gregory R. Senecal



Steven P. Metzger



Timothy Webber



Michael A. Winderl

OFFICERS & SIGNATURE AUTHORITY

LaBella Associates, D.P.C. (effective January 17, 2023)

The following is a list of all of the officers of LaBella Associates, D.P.C. (the "Company"). All officers of the Company have authority to sign contracts and other documents on behalf of the Company, with no limit on the dollar amount.

TITLE	NAME	
Chairman of the Board of Directors	Steven Metzger (PE)	
CEO	Steven Metzger (PE)	
President	Jeffrey Roloson (RA)	
COO	Michael Winderl (PE)	
Treasurer	Jeffrey Roloson (RA)	
Secretary	Brian Miller (PE)	
Executive Vice President	vacant	
Senior Vice Presidents	Brian Miller (PE)	Gregory Senecal
	Susan Matzat (PE)	
Vice Presidents	Steven Alex (PLS)	
	Gabriel Antenucci (RA)	James Matzat (PE)
	Mark Bagdon (PE)	Michael Mecca (PE)
	Michael Barbasch (PE)	Stuart Mesinger
	Bradley Bartholomew (RA)	Mathew Metyk
	Casey Bernhard (PE)	Michael Mishook (PE)
	Wade Daley (PE)	Robert Napieralski
	Seth Davis	Daniel Noll (PE)
	David Engert	Richard Pascuzzo (PE)
	Sergio Esteban (PE)	Thomas Pavone (PE)
	Fil Fina III (PE)	Robert Pepe
	Donald Garbrick (PE)	Daniel Pieters (RA)
	Keith Garbrick (PE)	Dennis Porter
	Martin Gilgallon (PG)	Kevin Rademacher (RA)
	Jennifer Gillen (PG)	Michael Rogalski (PE)
	Michael Haley (PLS)	Christopher Round
Robert Healy (RA)	Michael Schaffron (PE)	
Jennifer Johnson	Philip Snyder (RA)	
Jeffrey Kloetzer (RA)	Robert Steehler (PE)	
Mark Kukuvka (RA)	Russell Urban-Mead (PG)	
Joseph Lanaro (PE)	Richard VenVertloh (PE)	
Steven Longway (PE)	Timothy Webber (PE)	
Todd Martin (RA)	J. Michael Woolen (RA)	

OFFICERS & SIGNATURE AUTHORITY

LaBella Associates, D.P.C. (effective January 17, 2023) (...cont'd)

The individuals listed below are not officers of the Company, but have authority to sign the following documents on behalf of the Company:

1. LaBella Standard Form Agreements containing LaBella's standard terms and conditions, provided that no material changes have been made to the following provisions: Insurance, Indemnification, LaBella's Responsibilities, Instruments of Service, and Consequential Damages.
2. American Institute of Architects ("AIA") Form Agreements, provided that no material changes have been made to the following provisions or similar corresponding provisions: Article 2 - Architect's Responsibilities, Article 7 - Copyrights and Licenses, and Article 8 - Claims and Disputes.
3. Purchase Orders issued under the terms and conditions of an existing agreement to provide services, provided that such purchase order does not modify the terms and conditions of such existing agreement.
4. Upon satisfactory completion of LaBella contract training, LaBella and AIA agreements with material changes up to a maximum amount of \$150,000.

NAME	DIVISION
Stuart Bailey	Building Engineering
Christopher Bayer (PE)	Transportation
Michael Carr (PG)	Environmental
William Cooch (PG)	Waste and Recycling
Jeffrey Fantell (PE)	Waste and Recycling
Michael Flanagan (PE)	Civil
Edward Flynn	Civil
Wayne Frye (PE)	Transportation
Joseph Fusillo (PE)	Civil
Stephen Gauthier (PE)	Transportation
Daniel Hill (PE)	Building Engineering
Richard Kampf (PG)	Environmental
Roger Keating (PE)	Civil
Ronald Kessler (RA)	Architecture
Christopher Kozub (RA)	Architecture
Christopher Lapine (PE)	Civil
Edward Larkin (PE)	Building Engineering
Albert "AJ" Magnotta	Environmental
Pasquale Marchese (RA)	Architecture
David Osborne (PE)	Civil
Edward Rohr	Program Management
Lorenzo Rotoli (PE)	Transportation
James "Andy" Rymph (LA)	Civil
Arlette St. Romain	Environmental
Anthony Sanganetti (PE)	Power
Michael Simon	Civil
Paul Stimpson (PE)	Civil
Gregory Tardif	Program Management
John Thierfelder	Program Management
Robert Wilson (PE)	Civil
Thomas Zaso	Transportation

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

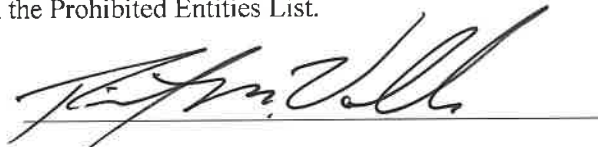
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, to the best of its knowledge and belief, each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended, or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Timothy M. Webber, PE, being duly sworn, deposes and says that he/she is the Vice President of the LaBella Associates Design Professional Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.



SIGNED

SWORN to before me this 14TH day of February 2023.

Notary Public: Michael A. Simon

MICHAEL A. SIMON
Notary Public, State of New York
No. 01SI6236902
Qualified in Monroe County
Commission Expires March 7, 2027

**CERTIFICATION OF SEXUAL HARASSMENT PREVENTION IN THE WORKPLACE
POLICY AND ANNUAL SEXUAL HARASSMENT PREVENTION TRAINING OF ALL
EMPLOYEES**

Pursuant to NYS Finance Law 3139-1

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section Two Hundred One-g of the Labor Law (NY Labor Law §201-g).

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with the certification requirement of NYS Finance Law §139-1(1); provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Any bid hereafter made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by NYS Finance Law §139-1(1), shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation

Certified under penalty of perjury:

Signature:



Print Name: Timothy M. Webber, PE

Title: Vice President, Director of Civil Engineering

Professional Services Agreement

Agreement made the ____ day of March, 2023
between

LaBella Associates, D.P.C.
("LaBella")

and

[City of Watertown]
("Client")

for services related to the following Project:

Grant Writing Services
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated February 21, 2023, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;

- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker’s compensation insurance at statutory limits and employer’s liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella’s consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella’s consultants shall not exceed \$50,000 or LaBella’s total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Res. No. 14

March 28, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Dedicating Land for Park Purposes – City of Watertown Tax Parcels No. 12-26-101.100 and 12-26-104.000, and Town of Watertown Tax Parcel No. 83.18-1-3

The Asset Purchase Agreement for the former Watertown Golf Club was approved by resolution of the City Council on December 12, 2022 and was ratified by a resolution adopted on January 17, 2023. The December resolution stated that one of the purposes of purchasing the golf course was to expand John C. Thompson Park.

The property transfer occurred on January 27, 2023. A resolution formally dedicating the land purchased with the acquisition as parkland is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Dedicating Land for Park Purposes – City of Watertown Tax Parcels No. 12-26-101.100 and 12-26-104.000, and Town of Watertown Tax Parcel No. 83.18-1-3

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS, the City Council originally approved the Asset Purchase Agreement for the former Watertown Golf Club on December 12, 2022, which included the purchase of 63.84 acres of land and related improvements consisting of City of Watertown Tax Parcels No. 12-26-101.100 and 12-26-104.000, and Town of Watertown Tax Parcel No. 83.18-1-3 (collectively, the “Golf Course Lands”), and

WHEREAS, a stated purpose for the purchase in the December 12, 2022 resolution was to expand John C. Thompson Park, and

WHEREAS, pursuant to resolutions adopted January 17, 2023, the City Council ratified the authorization to acquire the Golf Course Lands, which was identified as and reviewed by the City as a Type I Action pursuant to the State Environmental Quality Review Act and 6 NYCRR Part 617 et seq (collectively herein, “SEQRA”); and

WHEREAS, the transfer of said Golf Course Lands occurred on January 27, 2023, and

WHEREAS, the City desires to officially designate the Golf Course Lands as parkland and deem same as a component of John C. Thompson Park (herein, the “Dedication”).

NOW THEREFORE BE IT RESOLVED, that the City has identified the Dedication as a Type II Action pursuant to SEQRA, and specifically, 6 NYCRR Part 617.5(c)(39), for which no further SEQRA review is required or necessary; and

BE IT FURTHER RESOLVED, that the City hereby approves and authorizes the Dedication, which shall include City of Watertown Tax Parcels No. 12-26-101.100 and 12-26-104.000, and Town of Watertown Tax Parcel No. 83.18-1-3, such parcels being hereby dedicated for parkland purposes and are added to John C. Thompson Park; and

BE IT FURTHER RESOLVED, that the City Council hereby directs the City Clerk to file this resolution within the City Clerk’s Office and the City Manager to update all official City maps and property registries to reflect the Dedication as authorized and approved herein.

Seconded by _____

Res No. 15

April 3, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the 2023 Youth & Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Workforce Development Area

The City of Watertown once again has an opportunity to participate in the Jefferson County Summer Youth & Young Adult Employment Training Program. The Jefferson County Department of Employment and Training will be the employer and, as such, will pay the wages and fringe benefits of the youths employed under this program.

A copy of the Agreement between the City and the Jefferson-Lewis Workforce Development Area is attached for City Council review. A resolution has been prepared for City Council consideration that authorizes the City's participation in the 2023 Summer Youth & Young Adult Employment and Training Program.

RESOLUTION

Page 1 of 1

Approving the 2023 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the Jefferson County Department of Employment and Training and the Jefferson-Lewis Local Workforce Development Area would once again like to partner with the City of Watertown for the Summer Youth & Young Adult Employment Training Program, and

WHEREAS various departments of the City of Watertown can provide training opportunities for young people of the community, and

WHEREAS the City and Jefferson County Department of Employment and Training have cooperated in past years with this same program,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the City’s participation in the 2023 Summer Youth & Young Adult Employment Training Program, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Youth & Young Adult Employment Training Program Contract on behalf of the City of Watertown.

Seconded by

YOUTH & YOUNG ADULT EMPLOYMENT TRAINING PROGRAM

Between the following parties:

Jefferson-Lewis Workforce Development Area
(hereinafter referred to as **EMPLOYER**)

AND
City of Watertown
245 Washington Street
Watertown, NY 13601

(hereinafter referred to as **WORKSITE**)

In return for the **WORKSITE** providing work experience in a manner consistent with the terms and conditions herein contained, the **WORKFORCE DEVELOPMENT AREA** will pay the wages and fringe benefits of such employed youth. This agreement can be modified only by another written agreement if circumstances warrant.

CONTRACT PERIOD: July 1, 2023 – June 30, 2024

**FOR THE WORKFORCE DEVELOPMENT
AREA**

FOR THE WORKSITE

Signature

Signature

CHERYL A. MAYFORTH, EXECUTIVE
DIRECTOR

KENNETH MIX, CITY MANAGER

Typed Name and Title

Typed Name and Title

The **WORKSITE** will comply with the requirements of the **Workforce Innovation and Opportunity Act of 2014 (WIOA)** and the regulations and policies promulgated thereunder.

These requirements include, but are not limited to the following matters:

The **WORKSITE** must:

1. Permit participants to begin work only with prior approval from the **WORKFORCE DEVELOPMENT AREA**.
2. Inform participants of supervisor's name, role, and responsibilities and provide youth the opportunity to relate any problems that might arise.
3. Provide contingency plan for inclement weather when Worksites are outdoors.
4. Notify the **WORKFORCE DEVELOPMENT AREA** within 24 hours of any accidents, special situations, or unusual occurrences.
5. Evaluate each participant with regard to performance as agreed upon by the **WORKFORCE DEVELOPMENT AREA**.
6. Avoid personal and organizational conflict of interest.
7. Avoid paying or receiving kickbacks.
8. Maintain accurate financial and statistical records that are easily traceable to source documents.
9. Prohibit the charging of a fee to a participant for the referral to a job or placement in a job.
10. Avoid nepotism.
11. Avoid political patronage, lobbying or political activities.
12. Avoid involvement with religious or anti-religious activities.
13. Avoid prompting or opposing unionization and avoid employment of a participant in a place involved in a work stoppage.
14. Avoid Maintenance of Effort, meaning that no funds will be used to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act.
15. Avoid the theft or embezzlement of WIOA funds, improper inducement for employment or contracts, and obstruction of investigation under the Act, its regulations or local policies.
16. Maintain sufficient, auditable and adequate records which support all expenditures under the Act for a period of not less than 3 years after the close of the grant of funds.

17. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to review and monitor any and all worksite activity, and program related records on a regular basis. Therefore, the **WORKSITE** will allow the **WORKFORCE DEVELOPMENT AREA** to have unrestricted access to program related forms or documents whether or not they are **WORKFORCE DEVELOPMENT AREA** forms or **WORKSITE** forms of any source or nature; and the unrestricted right to review worksite activity, with or without prior notification. Furthermore, the **WORKFORCE DEVELOPMENT AREA** has the right to make inquiries to and procure information from **WORKSITE** non-WIOA and WIOA employees for the purpose of monitoring and evaluating program operation.
18. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to have sole control over the intake, eligibility determination and verification of all participants under this agreement.
19. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to provide counseling services for all participants so as to improve their employability. To meet this requirement, the **WORKSITE** will allow private consultation and unrestricted observation of participants during participant working hours by counselors. As part of the effort to improve employability to participants, it may be necessary from time to time to allow participants time off during working hours, for a length of time decided by the **WORKFORCE DEVELOPMENT AREA** for workshops, assessment, training, job searches or other related activities. These activities will be permitted and encouraged by the **WORKSITE**. The **WORKFORCE DEVELOPMENT AREA** will also ensure that each participant has proper working papers, if required.
20. Recognize the **WORKFORCE DEVELOPMENT AREA'S** requirement to provide remediation to all program enrollees found deficient in educational skill areas (i.e.-math, reading), as determined by the **WORKFORCE DEVELOPMENT AREA**. As part of the mandate to provide remediation, the **WORKSITE** shall encourage/promote the attendance of youth at the scheduled classes, and not permit the youth to work when he/she should be attending class. Should the youth attend work instead of class, this will be considered as an absence, and not subject to payment of wages for the unauthorized attendance at the worksite. As such, potential liability coverage for the unauthorized attendance and wages may not be allowable under existing workman's compensation coverage provided to program enrollees, thereby making the worksite liable in a case of on-site injury during unauthorized work time.
21. Recognize that the government, all levels, is committed to carry out Affirmative Action to assure equal employment opportunities for all individuals in the labor force.

The County of Jefferson has a commitment to the spirit and intent of Affirmative Action in the operation of the WIOA program. The policy of the United States government on Affirmative Action will be employed in the Jefferson County WIOA program and is stated as follows:

"No person in the United States shall, on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment if the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Act."

The Jefferson County Department of Employment and Training (The WorkPlace) will require all agencies participating in the WIOA program to comply with the intent of Affirmative Action.

22. Recognize that the **WORKFORCE DEVELOPMENT AREA** has full responsibility and authority to operate the complaint and grievance procedures. The grievance procedure will be utilized for any complaint procedure alleging a violation of the Act, regulations, grant, or any other agreement under the Act.
23. Recognize that the **WORKFORCE DEVELOPMENT AREA** shall determine participant time limitation for activities on this program. The **WORKSITE** will immediately inform the **WORKFORCE DEVELOPMENT AREA** of discretionary leaves of absences that might affect participant time limitations. Such leaves of absences are subject to the approval of the **WORKFORCE DEVELOPMENT AREA**.
24. Conform to the policies of the **WORKFORCE DEVELOPMENT AREA**, which is responsible for implementation of the federal job training regulations and other state policies which the **WORKFORCE DEVELOPMENT AREA** may be required or may at its discretion put into effect.
25. Permit the **WORKFORCE DEVELOPMENT AREA** to issue press releases regarding WIOA activities when in the **WORKFORCE DEVELOPMENT AREA's** sole discretion it is advisable. The **WORKSITE** must consult with and receive **WORKFORCE DEVELOPMENT AREA's** approval prior to the issuance of press releases on any activity involving WIOA participants.
26. Notify the **WORKFORCE DEVELOPMENT AREA** immediately of any change in participant's status.
27. Provide adequate on-site supervision for each participant which means that there will be at least one supervisor for every five participants and that a substitute supervisor will be available during the absence of the regular supervisor.
28. Provide sufficient work to occupy participants during working hours including adequate equipment and materials for participants to perform those duties.
29. Provide a safe and healthy working environment and adhere to the provisions of the state child labor laws and applicable federal rules and laws.
30. Provide potential supervisors with sufficient time in order that all immediate worksite supervisor(s) receive orientation as to their duties and responsibilities to the Youth and Young Adult Employment Training Program.
31. Comply with the **WORKFORCE DEVELOPMENT AREA** policy concerning the completion of time sheets and the reporting of attendance as has been detailed by the initial worksite interview and work supervisor orientation. This includes, but is not limited to, the assurance that participants will not be paid for unexcused absences, unworked hours or for solely recreational activities.
32. By approving this agreement, the **WORKSITE** certifies the participants of the Youth and Young Adult Employment Training Program is not displacing any currently employed worker, and no individuals are on layoff status from the same job title or substantially equivalent job task which a participant shall be employed in. This also certifies the **WORKSITE** has not terminated the employment of any regular employee or otherwise reduced the size of the agency workforce for the purpose of filling the vacancy created by hiring a participant.

33. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide orientation to participants on program purposes, policies, and procedures.
34. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide the **WORKSITE** with instructions and procedure forms.
35. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide Labor Market Orientation, Career Exposure Activities, Counseling, and Supportive Services to the participant.
36. Recognize the **WORKFORCE DEVELOPMENT AREA** is to be considered the employer and provide workman's compensation, social security, federal and state income tax. Payroll checks will be mailed on a bi-weekly basis.
37. Recognize that the performance of work under this agreement may be terminated by the **WORKFORCE DEVELOPMENT AREA** when, for any reason, it is determined that such termination is in the best interest of the program or when it has been determined that the **WORKSITE** has failed to provide any of the services specified or to comply with any of the provisions contained in the agreement. The agreement is contingent upon the availability of funding from the New York State Department of Labor. In the event such funding is terminated, the **WORKFORCE DEVELOPMENT AREA** reserves the right to terminate this agreement prior to the scheduled determination date.
38. Recognize that trainees will not be terminated without prior notice to the trainee and the **WORKFORCE DEVELOPMENT AREA**, with reasonable opportunity for correction or improvement of performance. This may include, but is not limited to, sub-standard or unsatisfactory progress or conduct.
39. Agree to maintain the confidentiality of any information regarding workers and/or applicants or their families, which may be obtained through application form, interviews, tests, reports from public agencies or counselors, or any other source.

40. Signing of this agreement certifies agency compliance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities, published as Part VII of the May 26, 1988 Federal Register.

Executive Order 12549 states:

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

*Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated the above paragraphs of this certification; and

*Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

Complete instructions for certification regarding debarment, suspension, and other responsibility matters are available through the Jefferson County Department of Employment and Training (The WorkPlace).

41. The **WORKSITE** certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Employer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the work place;
 - ii. The Employer's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations occurring in the work place;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later five calendar days after such conviction;
- (e) Notify the Jefferson County Department of Employment and Training in writing, within ten calendar days after receiving notice under paragraph (d)(ii.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- (f) Taking one of the following action within 30 calendar days of receiving notice under paragraph (d)(ii.), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Res. No. 16

March 28, 2023

To: The Honorable Mayor and City Council
From: Kenneth Mix, City Manager
Subject: Accepting FEMA Fire Prevention & Safety Grant

On February 22, 2022 City Council authorized the City of Watertown Fire Department to prepare an application for the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety Grant Program for funding to purchase and install a LED sign at Fire Station #1 for the purpose of fire prevention and community risk reduction messaging.

FEMA has awarded funding for the project in the amount of \$47,619.04 with a required match of \$2,380.96 from the City.

A resolution accepting the grant and authorizing Fire Chief Matthew Timerman to execute the documents required to accept the grant on behalf of the City of Watertown is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting FEMA Fire Prevention & Safety Grant

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS on February 22, 2022 City Council authorized the City of Watertown Fire Department to prepare an application for the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety Grant Program for funding to purchase and install a LED sign at Fire Station #1 for the purpose of fire prevention and community risk reduction messaging, and

WHEREAS this grant application was for FEMA funding in the amount of \$47,619.04 with a required match of \$2,380.96 from the City, and

WHEREAS the City has received notification that the grant has been awarded in the amount of \$47,619.04,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the grant award in the amount of \$47,619.04 from the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety Grant Program, and

BE IT FURTHER RESOLVED that Fire Chief Matthew Timerman is hereby authorized and directed to execute any and all documents required to accept the grant on behalf of the City of Watertown.

Seconded by _____

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 03/20/2023



Matthew Timerman
WATERTOWN, CITY OF
245 WASHINGTON STREET ROOM 203
WATERTOWN, NY 13601

EMW-2021-FP-00526

Dear Matthew Timerman,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Fire Prevention & Safety (FPS) Grant funding opportunity has been approved in the amount of \$47,619.04 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$2,380.96 for a total approved budget of \$50,000.00. Please see the FY 2021 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2021 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P.S. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Fire Prevention & Safety

Recipient: WATERTOWN, CITY OF

UEI-EFT: RMYJFEWF14Z9

DUNS number: 071600076

Award number: EMW-2021-FP-00526

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Fire Prevention and Safety (FP&S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	First Year	Total
Personnel	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$0.00	\$0.00
Contractual	\$50,000.00	\$50,000.00
Construction	\$0.00	\$0.00
Other	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00
Federal	\$47,619.04	\$47,619.04
Non-federal	\$2,380.96	\$2,380.96
Total	\$50,000.00	\$50,000.00
Program Income		\$0.00

Approved scope of work

Approved request details:

Community Risk Reduction

Project: Two-Sided Informational LED Sign and Support Structure

Other (Explain)

LED sign and installation.

DESCRIPTION

Two-sided informational LED sign and installation.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	\$50,000.00	\$50,000.00
2	0	\$0.00	\$0.00

BUDGET CLASS

Contractual

CHANGE FROM APPLICATION

Description changed

Name of cost item from **The proposed project is to construct a two-sided informational LED sign and support structure.** to **LED sign and installation.**

Budget class from **Construction** to **Contractual**

JUSTIFICATION

The award reflects a change from the application. The budget class was modified from construction to contractual. The award reflects a change from the application. This change is to provide additional information on eligible costs as outlined in the Notice of Funding Opportunity (NOFO). Construction costs are not eligible under the FP&S Program.

Agreement Articles

Program: Fiscal Year 2021 Fire Prevention & Safety

Recipient: WATERTOWN, CITY OF

UEI-EFT: RMYJFEWF14Z9

DUNS number: 071600076

Award number: EMW-2021-FP-00526

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 **Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 22 **John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

Article 23 **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 **Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27**Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 28**Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 29**Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 30**Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31**Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32**Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33**Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the input of federal resources used to develop outreach efforts/materials the FP&S Program (by organization type) and the total number of individuals reached with said materials, as requested in its application. In addition, FEMA will evaluate whether the recipient's activities impacted community risk reduction, code enforcement awareness, fire arson investigation, as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the program impact as stated in the NOFO.

Article 49**Environmental & Historic Preservation Compliance Review Required**

Under the Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Fire Prevention and Safety Grant funds in support of Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Fire Prevention and Safety Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Fire Prevention and Safety Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2021-FP-00526	2. Amendment No. N/A	3. Recipient No. 156000419	4. Type of Action AWARD	5. Control No. WX00795N2023T		
6. Recipient Name and Address WATERTOWN, CITY OF 245 WASHINGTON ST STE 203 WATERTOWN, NY 13601		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Matthew Timerman		9a. Phone No. 3157857813	10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 03/20/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 03/27/2023 to 03/26/2024 Budget Period 03/27/2023 to 03/26/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FPS	97.044	2023-FD-GB01 - P410-xxxx-4101-D	\$0.00	\$47,619.04	\$47,619.04	\$2,380.96
Totals			\$0.00	\$47,619.04	\$47,619.04	\$2,380.96
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	03/20/2023

Staff Report

March 28, 2023

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: CDBG CARES Act Funding Request by the Anchor Recovery Center of NNY for the Frontline Employment Partnership Program.

On November 15, 2021, the City Council approved a grant agreement in the amount of \$56,476 with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot. The grant funds were used to establish the Frontline Employment Partnership Program at the Anchor Recovery Center of NNY. The project was funded using Coronavirus Aid, Relief and Economic Security (CARES) Act funding from HUD through the Community Development Block Grant Program (CDBG).

The program was designed to support and assist individuals recovering from substance use disorders in their quest to achieve and sustain employment. This was accomplished by case managing clients and coordinating services among several organizations including the Anchor Recovery Center, The Workplace-Jefferson County, and the Community Action Planning Council (CAPC) of Jefferson County. Anchor Recovery Center staff worked to bridge individuals to the services offered by all three agencies, connect individuals to employment, and case manage the individuals to successful and sustained employment.

The grant funds were used to hire a case manager employed by the Anchor Recovery Center to work with individuals as described above. The program has been extremely successful so far with 134 individuals securing employment through the program.

The initial funding awarded to the Anchor Recovery Center will allow for the employment of the case manager through the end of April. The intent of the funding was to provide seed money to get the program started, after which Pivot and the Anchor would seek other sources of funding to continue it into the future. While other sources of funding are being sought for the long-term, additional funding is needed to bridge the program until that funding comes to fruition.

The City of Watertown has \$14,000 available in uncommitted (CARES) Act funds that could be allocated to this program to help bridge the gap. The funding was left over from the Small Business Emergency Relief Program, which has now closed. A request has been received from the Anchor Recovery Center (see attached letter) to utilize these funds to extend their program for a few more months and bridge the program until additional funds are obtained.

If the City Council concurs with reappropriating these funds to the Frontline Employment Partnership Program, Staff will prepare an amendment to the original agreement along with a resolution for Council consideration at the April 17, 2023 meeting.