

DEPARTMENT Community Development

CONTRACT NO. 5196

A G R E E M E N T

The County of Onondaga (County) and Town of Lysander (Municipality), at 8220 Loop Road, Baldwinsville, New York 13027, agree that;

W I T N E S S E T H:

WHEREAS, under Title I of the Housing and Community Development Act of 1974, hereinafter referred to as the "Act," the Secretary of Housing and Urban Development, hereinafter referred to as "HUD," is authorized to make grants to units of general local government to help finance community development programs; and

WHEREAS, the parties hereto have entered into a cooperation agreement for the purpose of undertaking essential community development and housing assistance activities of urban renewal and publicly assisted housing under the Act; and

WHEREAS, the County has received a grant from HUD for the purposes of the Act;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERM

The term of this agreement shall be from February 1, 2021 through December 31, 2022.

This agreement may be terminated without cause, by County or Municipality, by either's giving written notice of termination to the other at least 30 days in advance of termination. This agreement may be terminated for cause, by County, by County's giving written or oral notice of termination to Municipality at any time.

Except as is otherwise stated in this agreement, neither County nor Municipality shall have or make any claim for damages against the other for the other's terminating this agreement.

PROJECT DESCRIPTION

**Mill Road Water Project**

The Town of Lysander is proposing a 3,640 LF 8" public water main extension with associated valves, hydrants and residential water services for the twenty-two (22) homes on Mills Road and Briggs Lane. This will connect to the existing system at the west end of River Bend Drive. This will resolve issues with low yield poor quality drinking water and provide a reliable public water supply source for the area residents.

COMPENSATION

The County hereby agrees to pay the Municipality in full and final satisfaction of all services and expenses in accordance with the budget for this project and all County and/or Federally approved actual expenditures. The parties hereto agree that all services and expenses shall include costs of professional services, materials, appliances, tools, extras and labor - both regular hours and overtime - which shall be needed by the Municipality to undertake the project. The total compensation hereunder shall not exceed \$50,000.00 (Fifty Thousand Dollars), which amount is designated as the budget for this project.

All payment shall be made in accordance with procedures established by County's comptroller. The Onondaga County Division of Community Development is hereby designated to act on behalf of County in directing and reviewing Municipality's services. Municipality shall report directly to Martin Skahen, Director or other designee.

BOOKS AND RECORDS OF ACCOUNTING

The Municipality agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of the Agreement and that it shall have available for audit and inspection by the County or by authorized representatives of HUD or any other Federal agency which has authority under Federal regulations to which this Agreement is subject, all of the Municipality's facilities, books and other financial and statistical data relating to the project. Said records shall be kept a minimum of five (5) years after the completion of its responsibilities hereunder.

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Municipality shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or any person for whose acts or omissions Contactor is legally responsible (Municipality's Person) or any subcontractor of Municipality (Municipality's Subcontractor) or any person for whose acts or omissions Municipality's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or Municipality's Person or Municipality's Subcontractor or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or Municipality's Person or Municipality's Subcontractor or Subcontractor's Person.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Municipality and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Municipality shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Municipality, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Municipality's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Municipality, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

#### PERFORMANCE BONDS - INDEMNIFICATION

The Municipality agrees to require that each contractor furnish the Municipality with a performance and/or labor and material bond(s) issued by a duly authorized bonding company for each contract entered into by the Municipality and the contractor under this project in an amount equal to that of the contract to assure faithful compliance of such contract.

The Municipality further understands and agrees to require each contractor to provide insurance coverage for personal injury and property damage and that the Municipality and the County shall be named as additional insured's on each such insurance policy.

#### FLOOD DISASTER PROTECTION

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (FDPA) (P.L. 93-234). No portion of the funds provided under this Agreement shall be provided for acquisition or construction purposes as defined under Section 3(a) of said FDPA for use in an area that has been identified by the Secretary of HUD as having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program pursuant to Section 201(d) of said FDPA, and the use of any funds providing under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said FDPA.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with funds provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, (42 USC §4001 et seq.), provisions obligating the transferee and its successors or assigns to obtain and maintain during the ownership of such land such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provision shall be required notwithstanding the fact that the construction on such land is not itself funded with funds provided under this Agreement.

#### ENVIRONMENT

In order to assure that the policies of the National Environmental Policy Act of 1969 and other provisions of Federal law which further the purposes of such Act (as specified in 24 CFR Part 58.5) are most effectively implemented in connection with the expenditure of Federal funds, this Agreement shall be subject to the Environmental Review Procedures for the Community Development Block Grant Program set forth at 24 CFR Part 58.

No expenses may be incurred until the appropriate level of environmental clearance has been obtained, as determined by Onondaga County Community Development. If it is determined that a Release of Funds from HUD is required before Community Development Block Grant funds can be expended, no expenses can be incurred until the Release of Funds is received from HUD. If the Request for Release of Funds is not approved by HUD, this contract is null and void.

#### MUNICIPAL AUTHORIZATION

All contracts between Onondaga County and any municipality within the County require a board resolution authorizing this project before the contract can be fully executed.

#### PROGRAM INCOME

Any program income balances (including investments thereof) held by the subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs) must be returned to Onondaga County Community Development at the end of each calendar year.

UNIFORM ADMINISTRATIVE REQUIREMENTS

The subrecipient must comply with applicable uniform administrative requirements including OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" and 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

REVERSION OF ASSETS

Upon expiration of this contract, the subrecipient shall transfer to Onondaga County Community Development any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

REPAYMENT CLAUSE

In the event the project which has received Community Development funds will no longer be used for an eligible activity, as defined by HUD's Community Development Block Grant regulations, the municipality agrees to repay the entire grant to Onondaga County Community Development, if the change of use or sale of the property occurs within ten (10) years of project completion. The grant will be repaid by the municipality within six (6) months of the closing date of sale or the date of change of use.

LEAD-BASED PAINT HAZARDS

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to HUD Lead-Based Paint Regulations, 24 CFR Part 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4831 et seq.). Any grants or loans made by the Municipality for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under said regulations.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 40 CFR Part 61, as amended from time to time.

In compliance with said regulations, the Municipality shall cause or require to be inserted in full in all contracts and sub-contracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement the following requirements:

- A. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contractor or subcontractor is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20 as of the date of contract award.
- B. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 et seq., as amended by Pub. L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq., as amended by Pub. L. 92-500) relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Assistant Administrator for Enforcement of the Environmental Protection Agency or any person to whom he delegates authority under 40 CFR Part 15 indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the contractor that he will include or cause to be included the criteria and requirements in Paragraphs A through D of this section in every non-exempt subcontract and requiring that the contractor will take such action as the United States government may direct as a means of enforcing such provisions. In no event shall any amount of funds provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 309 © of the Federal Water Pollution Control Act.

Non-exempt transactions as listed in 40 CFR Part 15.5 include (a) contracts and subcontracts not exceeding one hundred thousand dollars (\$100,000.00) and (b) contracts and subcontracts for indefinite quantities or grants, subgrants, loans or subloans to assist in the abatement, control or prevention of environmental pollution. However, the aforementioned exceptions do not apply to a proposed contractor whose facility is listed on the basis of 40 CFR Part 15.20(a)(1)(I) and (iv).

EQUAL OPPORTUNITY CLAUSE

All construction contracts entered into pursuant to this Agreement shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130. The Municipality shall cause or require to be inserted in full in any non-exempt contract and any subcontract for construction work or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, gender or gender identity, sexual orientation or disability. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, gender or gender identity, sexual orientation or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations of advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, gender or gender identity, sexual orientation or disability.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the United States Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by HUD and the United States Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further United States government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the United States Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for non-compliance provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Municipality further agrees that it will be bound by the above Equal Employment Clause with respect to its own unemployment practices when it participates in Federally assisted construction work provided that the above Equal Opportunity Clause is not applicable to the Municipality if it does not participate in work on or under the contract.

The Municipality further agrees that it will assist and cooperate actively with HUD and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the United States Secretary of Labor. Also, that it will furnish HUD and the United States Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for United States government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by HUD or the United States Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee, refrain from extending any further assistance to the Municipality under the program with respect

to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Municipality and refer the case to the Department of Justice for appropriate legal proceedings.

EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

NON-DISCRIMINATION

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974 which requires that no person in the United States shall on the grounds of race, color, national origin, gender or gender identity, sexual orientation or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development funds and HUD regulations with respect thereto including but not limited to certain regulations regarding specific discriminatory sections, prohibited and corrective actions at 24 CFR Part 570.601(b), as provided by county policy and pursuant to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259), Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990, as amended, and Executive Order 13166.

FEDERAL LABOR STANDARDS PROVISIONS

Except with respect to the rehabilitation of residential property for the use of less than eight (8) families, the Municipality and all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for the construction, alteration and/or repair, including painting or decorating of any building or work financed in whole or in part with funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the United States Department of Labor under 29 CFR Parts 3 and 5 governing the payment of wages, payment of overtime compensation and the ratio of apprentices and trainees to journeymen provided, however, that if wage rates higher than those required under such regulations are imposed by State or Local Law nothing hereunder is intended to relieve the Municipality of its obligation, if any, to require payment of such higher rates. The municipality shall cause or require to be inserted in full in all such contracts subject to such regulations provisions meeting the requirements of 29 CFR Part 5.5.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.

NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. Where the financial assistance granted under this Agreement is in the form of personal property or real property or interest therein or structures thereon, the Municipality shall comply, or in the case of a subsequent transfer the Municipality shall require the transferee to comply, for the period during

which such property is used for the purposes intended by this project or for as long as the Municipality retains ownership or possession, whichever is longer, with all requirements imposed by or pursuant to said Federal Law and regulations. In the case of real property, structures or improvements thereon, or interest therein acquired with assistance provided under this Agreement, or the subsequent transfer by the Municipality of such real property, structures or improvements thereon or interest therein acquired, the instrument effecting such disposition shall contain a covenant running with the land prohibiting discrimination on the basis of race, color, religion, national origin, gender or gender identity, sexual orientation or disability in the use of such real property, structures or improvements thereon or interests therein, and shall further declare the County, Municipality and United States as beneficiaries of said covenant thereby entitling them to enforce it. The Municipality on undertaking its obligation in carrying out the project assisted hereunder agrees to take such measures as are necessary to enforce such covenants and will not itself so discriminate.

NON-DISCRIMINATION UNDER EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Executive Order 11063 and HUD regulations with respect thereto including the regulations issued at 24 CFR Part 107. Therefore, in the sale, rental, leasing or other disposition of residential property and related facilities or in the use or occupancy thereof where such property or facilities are provided with assistance under this Agreement, all action necessary and appropriate must be taken to prevent discrimination because of race, color, creed, national origin, gender or gender identity, sexual orientation or disability.

HATCH ACT

No member, officer or employee of the County or its designees or agents, no member of the governing body of the Municipality in which the program is situate, no funds provided therefor, and no personnel employed in the administration of this program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

MINORITY BUSINESS ENTERPRISES

The Municipality agrees to require the contractor to provide for minority business enterprise participation in this project.

PROPERTY ACQUISITION AND RELOCATION

Any acquisition of real property and the displacement of any family, individual, business, non-profit organization or farm that results from such acquisition undertaken pursuant to this Agreement is subject to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42.

USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR RECIPIENTS

No funds under this program may be used directly or indirectly to employ, award contracts to or otherwise engage the services of, or fund any contractor during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24.

HISTORIC PRESERVATION

The parties shall make every effort to eliminate or minimize any adverse effect of the project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior.

AMERICAS WITH DISABILITY ACT OF 1990, as Amended

Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds made available under this project, shall comply with the requirements of the American Disabilities Act of 1990, as Amended.

CONFLICT OF INTEREST

At the time Municipality submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Municipality shall deliver to County's Department of Law, the attached affidavit certifying that Municipality has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Municipality. Municipality assumes full responsibility for knowing whether Municipality's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Municipality shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Municipality, Municipality's officers, Municipality's employees, Municipality's agents, and Municipality's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Municipality's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Municipality shall suspend all work and services, and County's payments to Municipality shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Municipality, and Municipality shall disclose the same. Municipality shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Municipality shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Municipality shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Municipality's officers, Municipality's employees, Municipality's agents, or Municipality's servants shall be deemed a conflict of interest of Municipality, giving rise to the duty to disclose.

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

LICENSES AND PERMITS

Municipality shall obtain at Municipality's own expense all licenses or permits required for Municipality's services or work under this agreement, prior to the commencement of Municipality's services or work.

APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Municipality and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Municipality.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Municipality certifies that, except as noted, Municipality and any person associated with Municipality in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

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

County of Onondaga

Dated: 5/30/2023

By:  ED7048CACD364AD...  
J. Ryan McMahon, II, County Executive

Town of Lysander

Dated: 5/25/2023

By:  D6EC7655F21046D...  
\_\_\_\_\_

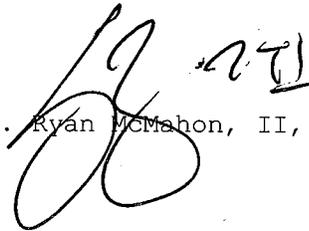
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

County of Onondaga

Dated:

5/30/2023

By:

  
J. Ryan McMahon, II, County Executive



Town of Lysander

Dated:

By: \_\_\_\_\_

Conflict Interest Affidavit

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

Robert A. Wicks \_\_\_\_\_, being duly sworn, deposes and says:  
Print Name

Town of Lysander (Municipality) agrees that Municipality has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Municipality further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Municipality.

  
\_\_\_\_\_  
Signature

Sworn to before me on this  
25<sup>th</sup> day of April 2023.

Gretchen Starr  
\_\_\_\_\_  
Notary Public

**GRETCHEN STARR**  
Notary Public, State of New York  
No. 01ST6414677  
Qualified in Onondaga County  
Commission Expires March 1, 2025