

COMMON COUNCIL
of the
CITY OF SYRACUSE

(12/20)

REGULAR MEETING – DECEMBER 20, 2021
1:00 P.M.

1. *Pledge of Allegiance to the Flag - (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
2. *Invocation – (Delivered by Father John Schopfer, Brady Faith Center, Syracuse, New York)*
3. *Roll Call – (Present – 7; Councilors White & Driscoll – Absent)*
4. *Minutes – December 6, 2021 – (Adopted 7-0)*
5. *Petitions – (none)*
6. *Committee Reports – (none)*
7. *Communications – (From Graziano Zazzara, managing member of 444 East Genesee Street LLC, a letter accepting the terms and conditions of Ordinance #709, 11/22/2021).*
8. -----
UNFINISHED BUSINESS

BY COUNCILOR GREENE:

- LL** a. *Local Law - Of the City of Syracuse to amend the Budget for the year July 1, 2021-June 30, 2022, relative to Syracuse School City District, to increase the General Fund Operating Budget, from \$460,290,242 to \$472,405,919.* **LL**

NEW BUSINESS

BY PRESIDENT HUDSON:

- WD** 9. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2021/2022.* **WD**

BY PRESIDENT HUDSON AND COUNCILOR GREENE:

- WD** 10. *Resolution – To appoint El-Java W. Abdul-Qadir to the Greater Syracuse Property Development Corporation for a three (3) year term expiring October 5, 2024.* **WD**

BY COUNCILOR GREENE:

- 7-0** 11. *Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$532,000 and enter into an agreement with Microsoft, on behalf of Information Technology, for the term of three (3) years, for a modernization project that will migrate approximately 750 network users to Microsoft 365, included is a cloud hosted email solution along with access to the latest Microsoft Office applications.* **739**
- WD** 12. *Agreement – With Syracuse University, to maintain in-kind services, to include maintaining a portion of Thornden Park and the replacement and maintenance of sidewalks along Ostrum Avenue near the park. The City will agree to accept current and additional University sidewalk maintenance in lieu of assessing new sidewalks fees; to stripe crosswalks on Ostrum Avenue near Thornden Park; provide assistance and coaching related to the permitting process, hire an additional code inspector to be assigned to the university area; and add Schine Student Center and South Campus as training rotations for Police Cadets (pre-Academy CSOs). The University will also increase payments to the City from \$1 million to \$2 million over four years (FY22-FY26), as detailed in the legislation, to be deposited in Account #01.425910.* **WD**
- 7-0** 13. *Agreement – With Manufacturers Association of CNY, the authorized administrator for the NYS Department of Labor’s Registered Apprenticeship Program, to establish registered apprenticeships for technical roles within Digital Services and Information Technology. This will enable the City to receive NYS grants and tax credits to supplement apprenticeship education and mentorship, effective December 20, 2021, for one (1) year. Total cost not to exceed \$10,000, from Account #541600.01.16800.* **740**
- 7-0** 14. *Approve – Settlement – Verizon New York Inc., v. City of Syracuse, Index No. (009465/2019), relative to damaged Verizon’s electrical duct boxes and/or conduit lines on July 30, 2018. Settlement amount of \$17,500, from Account #599298.05.93000.* **741**
- 7-0** 15. *Approve – Settlement – Verizon New York Inc., v. City of Syracuse, Index No. (004698/2020), relative to damaged Verizon’s electrical duct boxes and/or conduit lines on May 1, 2019. Settlement amount of \$17,500, from Account #599305.06.93000.* **742**

BY COUNCILOR PANIAGUA:

- WD** 16. *Amend – Ord #813 (12/17/2018), “Contract - With PMA Management Corporation for Workers’ Compensation Claims Administration Services, to manage and process employee claims and assist in case management for both the City (\$102,000) and the Syracuse City School District (SCSD) (\$165,750) from three (3) years January 1, 2019-December 31, 2021, with two (2) one-year renewal options with the approval of the Mayor and the Common Council. Total annual cost not to exceed \$267,750 from Account #590401.01.90400 and a SCSD Account designated by their Chief Financial Officer”. Amend to authorize the first of two (2) one year renewal options, for the period of January 1, 2022-December 31, 2022. The City annual cost not to exceed \$105,060.* **WD**

- 7-0** 17. Amend – Ord #340 (06/21/2021), “Contract - With Pro-Act, Inc. for Pharmacy Benefits Management Services for the first of (2) one year renewal options, for the period of January 1, 2021-December 31, 2021. Total annual estimated cost not to exceed \$7,500,000, charged to Hospital, Medical, Surgical Insurance Account #590601.01.90600.” Amend to authorize the last one (1) year renewal option, for the period of January 1, 2022-December 31, 2022. All other terms remain the same. **743**
- 7-0** 18. Amend #79 (03/15/2021), “Contract – With CPI-HR for Affordable Care Act (“ACA”) consulting & dashboard access services for 2021 for a one-year period, as detailed in the legislation. Total cost not to exceed \$19,000, charged to Account #590601.01.90600.” Amend to extend all services through September 19, 2022. All other terms remain the same. **744**

BY COUNCILOR CARNI:

- 7-0** 19. Amend – Ord. #364 (08/24/2020), “Contract - With GHD Consulting Services, Inc. for GIS Centric Computerized Maintenance Management System Software and Partner Related Services, on behalf of the Water Department, to track and maintain the various maintenance operations for the City water infrastructure, until December 31, 2020. Total cost not to exceed \$334,848, charged to Capital Account #599805.0583405.501563000 and Account #05.83400.541500.” Amend to extend the contract until June 30, 2022. All other terms remain the same. **745**

BY COUNCILOR HOGAN:

- 7-0** 20. Amend – Ord #613 (09/27/2021), “Agreement – With Move Along, Incorporated, to organize and run a variety of adaptive sports opportunities. The Department of Parks will provide indoor and outdoor facilities, staff assistance and general marketing efforts. Move Along will provide an activity coordinator, additional instruction staff, volunteers, sports equipment, and related logistics, for youth and adults through December 31, 2021.” Amend to authorize the last one year renewal option. All other terms of the agreement remain the same. **746**
- 7-0** 21. License Agreement – With the American Society of Composers, Authors and Publishers (ASCAP) for the annual license to play copyrighted music at various Parks facilities for the period of January 1, 2022 - December 31, 2022, on behalf of the Department of Parks, Recreation & Youth Programs. Total cost not to exceed \$2,000 to be charged to Account #540552.01.71400. **747**
- 7-0** 22. License Agreement - With the Society of European Stage Authors and Composers (SESAC) to play copyrighted music at various Parks facilities for the period of January 1, 2022 - December 31, 2022, on behalf of the Department of Parks, Recreation & Youth Programs. Total cost not to exceed \$2,700 from Account #540552.01.71400. **748**

7-0 23. *Purchase w/c/b – With Barks & Rec, LLC, for contract to provide shelter services, basic veterinary care, vaccinations, etc. for all dogs dropped off by the City Dog Control and Police Department, for the period of January 1, 2022-December 31, 2022, with two (2) 1-year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$75,000 to be charged to Account #541500.01.35100.* **749**

7-0 24. *Purchase w/c/b - Veterinary Emergency Services from Veterinary Medical Center of CNY, on behalf of the Department of Parks, for the period of January 1, 2022-June 30, 2022, with two (2) 1-year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$18,000, from Accounts #35100.01.541500 (\$15,000) and #31230.01.541500 (\$3,000).* **750**

BY COUNCILOR MAJOK:

7-0 25. *Lease Agreement – With Syracuse Select Sports Complex, located at 201 Hamilton Street, for rental space to use for various events related to the Syracuse Police Athletic League. Total cost not to exceed \$9,240, from Account #540552.01.31231.* **751**

BY COUNCILOR ALLEN:

7-0 26. *Permission – To 2027 Park St LLC, owner of the property located at 2027 Park Street to encroach approximately 5' for black aluminum metal fencing, into the right of way.* **752**

Syracuse Common Council
Adjourned at 1:10 P.M.

8a 16

Local Law No.

2021

**A LOCAL LAW OF THE CITY OF SYRACUSE
TO AMEND THE 2021/2022 ANNUAL BUDGET
OF THE CITY OF SYRACUSE, INCLUDING THE
SYRACUSE CITY SCHOOL DISTRICT, TO
REFLECT AN INCREASE IN THE SYRACUSE
SCHOOL DISTRICT'S GENERAL FUND
OPERATING DUE TO THE ALLOWANCE OF
USE OF AMERICAN RESCUE PLAN ACT 2021
FUNDS FOR INDIRECT EXPENSES**

BE IT ENACTED, by the Common Council of the City of Syracuse, as follows:

Section 1. The City of Syracuse Budget, which includes the Budget for the Syracuse City School District ("SCSD"), for 2021/2022 is hereby amended to increase the SCSD's General Fund Operating Budget by \$12,115,677 from \$460,290,242 to a new total not to exceed figure of \$472,405,919 in accordance with the SCSD Board of Education's Resolution attached hereto as Attachment "A" and in accordance with the detailed Budget provided by the SCSD attached hereto as Attachment "B".

Section 2. The annual SCSD General Fund Operating Budget for 2021/2022 is hereby amended to reflect the increases set forth in Attachments "A" and "B". The increase authorized herein shall have no impact on the City of Syracuse portion of the combined City-SCSD Budget and no City funds shall be obligated for the increase authorized herein.

Section 3. Article 2-C, Section 25 of the General City Law, insofar as it restricts or is inconsistent with the provisions of Section 1 through 2 of this Local Law is hereby superseded.

Section 4. This local law shall take effect immediately.



SYRACUSE CITY SCHOOL DISTRICT
BOARD OF EDUCATION
SYRACUSE, NEW YORK

ATTACHMENT "A"

RESOLUTION

Amendment to the 2021-22 General Fund Budget

- Whereas: on April 26, 2021, the Board of Education adopted the Syracuse City School District 2021-22 General Fund Operating Budget of \$460,290,242; and
- Whereas subsequent to budget adoption, as part of the grant application process for the Coronavirus Response and Relief Supplemental Appropriations grant (CRRSA) and American Rescue Plan Act grant (ARPA), the District will recognize the indirect unrestricted rate for each grant resulting in a shift of revenue from the Grant Fund to the General Fund of \$5,989,774; and
- Whereas: the final 10% of Federal CARES Act funding of \$1,615,303 is anticipated to be claimed in the 2021-22 school year as additional revenue; and
- Whereas: the District is eligible to receive \$4,510,600 Shared Services revenue as from the State's Shared Services Initiative for the combined request for proposal for retiree Medicare Advantage Prescription Drug contract in collaboration with the City of Syracuse and the County of Onondaga. When the budget was prepared these funds were expected to be recognized in the prior year; and
- Whereas: subsequent to the budget adoption, expenses were analyzed requiring General Fund budget adjustments for the 2021-22 school year as follows
- Whereas: salary and benefit expenses for 72 positions of \$5,686,446 will shift back to the General Fund which were originally planned to be paid on CRRSA and ARPA funding at the time the budget was prepared. Subsequent to budget adoption, it was determined that positions should have remained on the General Fund Budget:

AIS Teachers	18 FTEs	\$1,782,683
School Health Aides	24 FTEs	\$1,731,295
Reading TAs	30 FTEs	\$1,275,148
Stipends - Supplemental Support		\$ 897,320

; and

Whereas: subsequent to budget adoption, the District entered into Election to Work agreements that provided for Extended Learning Time (ELT) at six schools resulting in salary and benefit expenses increase a total of \$2,865,381 to provide ELT stipends for staff working in those schools; and

Whereas: salary & benefit expenses increase of \$1,885,629 for positions added to the General Fund by Board resolution subsequent to the adoption of the budget and vacancies and staffing changes that have occurred since adoption of the budget as follows:

Date	Resolution	FTE's	
08/11	0821-050	22.5	
10/13	1021-101	8.0	Henninger
10/13	1021-102	1.0	Grant MS Special Education

; and

Whereas: further, certain benefits expenses have changed subsequent the budget adoption as follows:

Unemployment	(528,778)	Reduction in rates charged
MAPD Premium	+ 315,000	January 2022 Rate Increase
Health Care	(1,000,000)	Actuarial claim projection update ;and

Whereas: equipment expense is being increased \$140,000 for security department vehicles; and

Whereas: contracts expense is being increased \$1,752,000 for vendor services identified subsequent to budget adoption;

Education Elements	\$ 668,000
Insight Education	\$ 604,000
NWEA Professional Learning	\$ 220,000
Street Addiction Institute	\$ 260,000; and

Whereas: instructional supplies expense is being increased \$1,000,000 for the purchase of iPads for all classrooms for grades K-2; now, therefore be it

Resolved: that the Board of Education, upon recommendation of the Superintendent of Schools, hereby amends the Syracuse City School District's 2021-2022 General Fund Operating Budget to \$472,405,919, to reflect the following adjustments:

2021-22 Adopted Budgeted Revenue	\$460,290,242
<u>Amendments:</u>	
Increase Indirect Revenue (shift from CRRSA)	2,610,225
Increase Indirect Revenue (shift from ARPA)	3,379,549
Increase Federal Revenue (10% CARES)	1,615,303
Increase Miscellaneous Revenue (Shared Services)	<u>4,510,600</u>
2021-22 Budget Revenue as Amended	<u>\$472,405,919</u>

2021-22 Budgeted Expenditures**\$460,290,242****Amendments:**

Increase Salaries	\$ 7,761,790
Increase Benefits	1,461,887
Increase Instructional Materials	1,000,000
Increase Equipment	140,000
Increase Contract Services	<u>1,752,000</u>

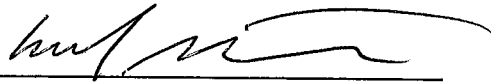
2021-22 Budgeted Expenditures as Amended**\$472,405,919**

and be it further;

Resolved: That the Board of Education authorizes the Superintendent of Schools to transmit the 2021-22 Amended General Fund Budget to the Mayor and the Common Council of the City of Syracuse, for amendment to the 2021-22 Syracuse City School District Budget.

Dated: November 10, 2021

I hereby certify that the attached is a true copy of Resolution #1121-105 entitled Amendment to the 2021-22 General Fund Budget adopted by the Board of Education of the Syracuse City School District of the City of Syracuse, New York, at a Regular Board Meeting on November 10, 2021 on a vote of 7 Yes; 0 No.



Eileen Steinhardt

District Clerk

Board of Education, Syracuse City School District

November 12, 2021

Date of Certification

ATTACHMENT "B"

EXPENDITURE AMENDMENTS

General Fund	Increase	FY 21/22 Budget Amount as authorized	FY 21/22 Budget as amended
Salaries & Benefits	\$9,223,677	\$305,422,715	\$314,646,392
Supplies & Equipment	\$1,140,000	\$17,163,861	\$18,303,861
Professional Services	\$1,752,000	\$92,219,653	\$93,971,653

REVENUE AMENDMENTS

General Fund	Increase	FY21/22 Budget Amount as authorized	FY 21/22 Budget as amended
Federal Revenue	\$1,615,303	\$ 0	\$1,615,303
All Other Misc.	\$10,500,374	\$7,415,750	\$17,916,124



8a 16
OFFICE OF MANAGEMENT & BUDGET
CITY OF SYRACUSE, MAYOR BEN WALSH

November 18, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

Mr. John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

**RE: Request for Legislation – Syracuse City School District
Amend the 2021-2022 General Fund Budget**

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council meeting authorizing the approval of the resolution for the Syracuse City School for the Amendment to the 2021-22 General Fund Balance.

The Board of Education, upon recommendation of the Superintendent of Schools, is amending the Syracuse City School District's 2021-2022 General Fund Operating Budget from \$460,290,242 to \$472,405,919.

Resolution #1121-105 entitled Amendment to the 2021-22 General Fund Budget, adopted by the Board of Education of the Syracuse City School District on November 10, 2021, is attached.

Sincerely,

Timothy M. Rudd
Director of Management & Budget

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

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GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

2021-22 Budget Amendment

Adopted 2021-22 Budget	\$ 460,290,242
Amendments to revenue & expense	<u>12,115,677</u>
Amended 2021-22 Budget	<u>\$ 472,405,919</u>

Revenue Changes: Once the CRRSA & ARPA grant applications were completed, it was confirmed that indirect fees will be allowed thereby increasing General Fund Revenue. Additionally, in July we confirmed that 10% of CARES funding from 2020-21 would be deferred by the State since a portion of the Non-Public allocation supply orders were not received in June. The grant will be fully funded, however, 10% will be received and recognized in 2021-22. And lastly, we expected to receive the Shared Services Revenue by September 30th to accrue back to last fiscal year. We did not receive the funds yet and learned recently that funding will likely be in January 2022.

The shift of nearly \$6 million in CRRSA / ARPA to General Fund and the Increases in 2021-22 due to deferred recognition of CARES & Shared Services revenues, will increase the General Fund Revenue by \$12.1 million:

CRRSA / ARPA Indirect Shift from F	\$ 5,989,774	} Originally planned for recognition last fiscal year, now delayed to the current fiscal year
CARES Final 10%	1,615,303	
Shared Services Earnings	<u>4,510,600</u>	
Additional Revenue	\$ 12,115,677	

Expense Changes: Several expense updates have occurred since the budget was adopted that are included in this budget amendment to more accurately reflect the spending plan for 2021-22 and to balance the budget with the shift and deferral of budget revenue items above.

Staffing -Salaries & Benefits:

- The Adopted Budget included shifting 72 positions (AIS, Health Aides and Reading TA's) to CRRSA & ARPA which will now be funded in the General Fund

- After the budget was adopted, several schools requested one more year of Extended Learning Time resulting requiring additional stipends for teachers, teaching assistants and nurses
- The Board approved adding 31.5 new positions on the general fund:

Date	Resolution	FTE's	
08/11	0821-050	22.5	
10/13	1021-101	8.0	Henninger
10/13	1021-102	1.0	Grant MS Special Education

- NYS Unemployment rates were reduced which will reduce our costs in 2021-22
- Medicare Advantage rate increase effective January 2022 will increase our premium for the retiree health care plan for ½ the fiscal year
- Actuarial projections for health care claims is less than originally budgeted

Non-Staff Expense changes

- Identified need for additional vehicle replacements \$140,000
- iPads for K, 1st & 2nd grade classrooms \$1.0 million
- Four contracts added as follows:

Education Elements	\$ 668,000
Insight Education	\$ 604,000
NWEA Professional Learning	\$ 220,000
Street Addiction Institute	\$ 260,000

Expense Category	Increase
Salaries	\$ 7,761,790
Benefits	1,461,887
Vehicles / Equipment	1,140,000
Contracts	1,752,000
Total Increase	\$ 12,115,677



SYRACUSE CITY SCHOOL DISTRICT

Jaime Alicea, Superintendent of Schools

Office of the Superintendent

November 29, 2021

Timothy Rudd, Budget Director
Office of Management & Budget
Room 213, City Hall
Syracuse, New York 13202

Dear Mr. Rudd:

Please request appropriate legislation at the next Common Council meeting to authorize the amendments listed below to the Syracuse City School District's 2021-22 general fund operating budget approved by the Board of Education on November 10, 2021:

Expenditure Amendments

1. Salaries and Benefits:	From: \$305,422,715	To: \$314,646,392	Increase of \$9,223,677
2. Supplies and Equipment:	From: \$17,163,861	To: \$18,303,861	Increase of \$1,140,000
3. Professional Services:	From: \$92,219,653	To: \$93,971,653	Increase of \$1,752,000

Revenue Amendments

4. Federal Revenue	From \$0	To: \$1,615,303	Increase of \$1,615,303
5. All Other Miscellaneous	From: \$7,415,750	To: \$17,916,124	Increase of \$10,500,374

If you have any questions, please do not hesitate to contact me at 315-435-4161.

Very truly yours,

Jaime Alicea
Superintendent of Schools

cc: John Copanas, City Clerk, City of Syracuse
Honorable Rita Paniagua, Common Council
Honorable Michael Greene, Common Council
Suzanne Slack, Chief Financial Officer, Syracuse City School District

Resolution No.

2021

**RESOLUTION REAPPOINTING EL-JAVA W.
ABDUL-QADIR TO THE BOARD OF THE
GREATER SYRACUSE PROPERTY
DEVELOPMENT CORPORATION**

BE IT RESOLVED, that this Common Council hereby reappoints El-Java W. Abdul-Qadir of 1068 Westmoreland Avenue, Syracuse, New York 13210 to the Greater Syracuse Property Development Corporation Board as the Common Council appointment; and

BE IT FURTHER RESOLVED, that Mr. Abdul-Qadir shall serve for a three-year term ending October 5, 2024.

Common Council Office
314 City Hall
Syracuse, N.Y. 13202

Council Office: (315) 448-8466
Fax: (315) 448-8423

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CITY OF SYRACUSE COMMON COUNCIL

December 13, 2021

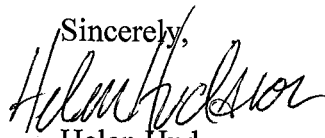
John P. Copanas
City Clerk
City Hall, Room 231
Syracuse, New York 13202


Dear Mr. Copanas,

Please prepare legislation for the December 20, 2021 Common Council Regular Meeting reappointing El-Java W. Abdul-Qadir of 1068 Westmoreland Avenue, Syracuse, NY 13210 to the Board of Directors of the Greater Syracuse Property Development Corp. for a term of three (3) years ending on October 5, 2024.

Attached you will find the resume of Mr. Abdul-Qadir. If you have any questions please feel free to contact us.

Sincerely,


Helen Hudson
President/Majority Leader


Michael Greene
Councilor-at-Large

bd

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El-Java W. Abdul-Qadir, MSW

1068 Westmoreland Avenue

Syracuse, NY 13210

315-506-5726 (Cell)

315-475-6519 (Home)

ecawillia@syr.edu

Education

Certificate of Advanced Studies, Women's Studies, December 2002

Syracuse University, Syracuse, New York

Master of Social Work, Family Mental Health, May 2001

Syracuse University, Syracuse, New York

Bachelor of Science, Psychology, May 1999

Syracuse University, Syracuse, New York

Research Interests

- Inclusive Entrepreneurship
- Social Enterprise Creation and Management
- Identity Development/Identity Politics
- Organizational/leadership Development
- Community Empowerment
- Culturally Competent/Multi-cultural Counseling
- Diversity education/Race and Racism
- First and Second Generation College Student Development
- Mental Health and Disability Services

Professional Experience

Manager/Director –South Side Innovation Center

Syracuse University, Whitman School of Management (September 2013 – present)

- Responsible for the overall leadership, including program development and fiscal management, of a university affiliated urban business incubator and business services center serving over 500 clients per year.
- Develop mission, vision, policies, and procedures, in accordance with University policies and industry best practices.
- Develop and maintain key relationships with local and national stakeholders including foundations, community leaders, politicians, academics, business professionals, and others in our local and regional entrepreneurial ecosystem.
- Serve as the Director of our New York State funded Entrepreneurial Assistance Program Center.
- Responsible for the search, selection, and training of all staff, business consultants, and workshop presenters who provide services to clients at the South Side Innovation Center.

Director of Inclusive Entrepreneurship Programs – SBA PRIME, South Side Innovation Center

Syracuse University, Whitman School of Management (September 2011 – September 2013)

- Provide direct training and entrepreneurial consultation for individuals with diverse disabilities participating in the Start UP NY project and individuals with low and very low income participating in the SBA PRIME program consisting of over 300 individuals served.
- Manage the record keeping and data base, and manage the Stage 1 (Entrepreneurial Awareness) of business planning reporting, as defined by the Entrepreneurship and Emerging Enterprises Department Model.
- Provide management and supervision over collaborators and consultants working with entrepreneurship program participants transitioned into Stage 2 – Stage 4 (Business planning, Business Start Up, and Business Growth) of the Entrepreneurship and Emerging Enterprises Department Model.

- Complete monthly, quarterly, and annual reports summarizing SBA PRIME data and program deliverables for funders, stakeholders, and researches including the Small Business Administration, the Falcone Center for Entrepreneurship, and Project Managers and Research Assistants at the Burton Blatt Institute.
- Work with disability service providers and benefits advisement counselors to coordinate services, as well as document processes and procedures integrating their services with available business services.
- Train staff at their site and in other portals on using "Inclusive Entrepreneurship" curricula, and disability-related support services using a 'tell/show/do' methodology.
- Present to groups and individuals as required to publicize the Inclusive Entrepreneurship Programs, and/or generate referrals to the Southside Innovation Center, and other business classes, trainings, workshops and services offered by the Falcone Center for Entrepreneurship (including Entrepreneurs Bootcamp, WISE Symposium, Pinasci Business Plan Competition, etc.).
- Participate in the search and identification of business counselors/advisors/consultants working with entrepreneurs and aspiring entrepreneurs at the Southside Innovation Center.
- Train and provide supervision to business counselors/advisors/consultants on the 4 Stage Model as defined by the Entrepreneurship and Emerging Enterprises Department Model, as well as general counseling skills including building rapport, reflective listening, and providing useful feedback to clients.
- Develop and implement counseling policies and procedures for staff and consultants working with clients and tenants at the SSIC.
- Facilitate weekly counselor meetings at the SSIC designed to insure quality, consistency, and follow through with all SSIC tenants and clients enrolled in Inclusive Entrepreneurship Programs (START UP NY and SBA PRIME), the WISE Women's Business Center, Syracuse Kitchen, and the Entrepreneurial Assistance Program.
- Serve as primary contact with CBVH (Commission for the Blind and Visually Handicapped), Access V-R (Vocational Rehab), and Jobs Plus as we assist their consumers to explore self-employment as a viable option.

Program Coordinator/Entrepreneurial Consultant – Start Up NY/SBA PRIME, South Side Innovation Center
Syracuse University, Whitman School of Management (September 2009 – December 2011)

- Served as the business navigator for individuals with disabilities who are interested in becoming self employed
- Assisted 200+ entrepreneurs in exploring strengths, passions, resources and opportunities for growth and development
- Assisted in the development of entrepreneurial support teams and met with the teams to explore business plan viability
- Recommend Start-Up entrepreneurs to participate in workshops and services designed to meet their small business needs
- Met periodically with program management team in order to coordinate the services provided by different entities
- Devised and implemented a plan for identification and outreach to potential program participants who met qualifications
- Ensured the proper documentation of services, goals, and milestones for filing, funding, and research purposes

Associate Director – Office of Student Activities
Temple University (September 2007 – March 2008)

- Management of Student Activities budget of \$400,000 (i.e. programming, operating, allocations, etc.)
- Monitored the purchasing/inventory functions for the support of departmental events and services
- Recruitment, selection and training of all full-time staff and graduate externs within the Office of Student Activities
- Supervision and evaluation of 3 full-time staff and 3 graduate externs within the Office of Student Activities
- Supervised entertainment contract negotiations for events and the corresponding University contract process
- Managed periodic University-wide projects and events (i.e. Welcome Week, Homecoming, Spring Fling, etc.)
- Performed quality assurance through coordination and ongoing assessment and evaluation of departmental programs and services related to student attitudes, academic interests, and developmental needs
- Served as a departmental liaison at meetings and on committees involving students, faculty and/or administration
- Revised and enforced existing policies and procedures, and created/implemented new policies when necessary
- Established and maintained relationships to encourage the development and promotion of collaborative programming
- Provided advisement and support to student groups in planning, implementing and evaluating campus programs
- Developed and managed the student organization registration process; student development workshops and training programs; and the space and funding allocations processes

- Served as an advisor and consultant to student groups and committees in a manner that stimulates student responsibility, reliance, and an appreciation for different points of view
- Assembled stakeholders, including students, faculty and administrators to provide cultural heritage programs/activities
- Served as departmental contact regarding student organizations' compliance with Judicial Affairs
- Oversee the operation and supervision of the Graphics Media Center
- Research programs and activities in peer institutions and share results regarding best practices

Counseling Coordinator – Russell Conwell Center Act 101 Component
Temple University (July 2006 – September 2007)

- Responsible for the overall management, development and supervision of the counseling services provided to more than 375 undergraduate students enrolled in the Act 101 Program
- Provided direct supervision, training and performance evaluations to two Masters level Act 101 counselor/advisors
- Developed a 14 week series of professional development seminars and presentations to 15 student employees in our Professional Development Work Study program
- Reviewed counseling notes and student files for appropriate service provision, accuracy, and compliance with State grant
- Compiled monthly program/service data and submitted annual program reports to the PA State Department of Education
- Served as the formal academic advisor/registrar for all first year students in the Act 101 program
- Conducted monthly academic skills and social/career development workshops open to the campus community
- Coordinated the identification, outreach and enhanced service provision for RCC students in academic jeopardy
- Researched industry standards for access and retention programs and reviewed our program for necessary adjustments

Residence Director – Office of Residence Life
Syracuse University (July 2003 – July 2006)

Most recent responsibilities: Boland Hall (July 2004 – July 2006)

- Responsible for the overall management of a co-ed residence hall housing 450 first-year and upper class students
- Supervision, training, development, and evaluation of 8 resident advisors and one assistant residence director
- Oversaw the supervision of 16 student staff and the management of the main desk, game room, fitness center and a computer cluster used by students who lived in the complex
- Served on management teams with university faculty, staff, and administrators for planning and coordination of SUNY Environmental Science and Forestry, Arts Adventure, and Discovery learning communities
- Served as a judicial hearing officer for students violating university policies and procedures
- Provided on-call crisis management coverage for 1,800 students in our campus area
- Administered a programming, operating, and learning communities budget for the residential complex
- Negotiated contacts with outside vendors and performers for events that took place in or around the complex
- Conduct interviews for candidates seeking paraprofessional and professional positions in the department
- Oversaw the planning and implementation of the in-hall new and transfer student orientation programs
- Created a semester duty schedule for senior staff on call in an area consisting of 11 senior staff members
- Compiled weekly programming reports submitted by senior staff from the seven buildings in our area
- Coordinated community service and service-learning opportunities for students and professional staff

Previous Responsibilities: DellPlain Hall (July 2003 – June 2004)

- Utilized student development theory to provide supervision, training, development, and evaluation to sixteen Main Desk Assistants, eight Resident Advisors and a Graduate Residence Coordinator in a residence hall of 420 upper-class students
- Co-created the Diversity Digest resource binder which included articles, poems, used to spark discussion about various topics of diversity
- Oversaw the advisement of GREAT Plain Hall Council as they set the in-hall programming agenda for the building
- Collaborated with other senior staff to plan and implement the annual Comstock Carnival serving over 1,000 students

Academic Counselor – Office of Supportive Services
Syracuse University (July 2004 – August 2005)

- Served as personal support, academic resource, career counselor, and financial aid advisor to 25 students in the Higher Education Opportunity Program and Student Support Services Program

- Assessed and confirmed participant eligibility, performance, and attrition for students in a federally funded academic and financial need based programs
- Encouraged students to participate in lobbying efforts for continued state and federal funding
- Conducted information and recruitment sessions for HEOP/SSSP programs at local High Schools

Family Counseling Coordinator – Dunbar Association, Inc.

Syracuse, NY (June 2001 – July 2003)

- Managed multiple projects within the Family Services Portfolio of the Dunbar Association
- Coordinated and implemented comprehensive counseling services which addressed quality of life issues empowering individuals, couples, families, and groups in the Syracuse community
- Assisted the agency in the development of a counseling program by acquiring funds, and assessing the services for quality, efficiency and consistency with best practice models
- Supervised, trained, and evaluated agency staff as they provided social and emotional competency counseling
- Established agency policies and procedures according to social work practitioner ethical standards
- Responded to a Child & Family Services RFP and acquired \$90,000 in state funds for Dunbar's Kinship family program
- Designed and implemented an Anger Management program for court mandated youth and adults at the Dunbar Center
- Maintained monthly data and reports for counseling related programs and services within the Family Services Portfolio

Living Learning/Residential Budget Coordinator – Syracuse Academic Improvement Program Syracuse University (June 2000 – August 2001)

- Coordinated the implementation of academic, social, and emotional programming in a summer residential program according to the wellness model and core values of Syracuse University
- Recruited, trained, and evaluated 6 resident advisors in an intense summer academic program
- Organized and analyzed qualitative data used to restructure the summer residential program
- Allocated programming and operating funds for SAIP resident advisors and community council

Graduate Assistant – Office of Academic Development

Syracuse University (August 2000 – May 2001)

- Recruited students who are underrepresented in the Science and Technology fields to participate in the Collegiate Science and Technology Entry Program (CSTEP)
- Provided assistance in the development and implementation of the Academic Research and Internship in Science and Engineering (ARISE) program
- Established collaborations between student groups and staff in the CSTEP office
- Conducted professional and graduate school seminars for students in the CSTEP/ARISE programs

Entrepreneurial Experience

President and Owner of Excel Martial Arts Training Center, LLC (2009) – The EMAT Center was established to provide quality/professional martial arts instruction to Syracuse residents. In addition to self-defense, and proper execution of techniques, the EMAT Center emphasizes physical, mental and spiritual health and wellness.

Twe Kaa, Yam Bhai (2009) – Purchased land, machinery, and tools needed to assist individuals to operate a farm in Cambodia. Assisted with the pricing, business operations, and management structure of the farm and its' produce. This farm currently produced the food, and is the source of livelihood and economic vitality of a village near the Capitol City of Pnom Penh.

Founder of EXCEL Consulting (2008 -present) – EXCEL Consulting was created to provide professional consultation to businesses, organizations, and educational institutions interested in Entrepreneurial, X-Cultural Education, and Leadership development. A major part of this business is to intentionally provide theory and experience-based trainings, workshops, seminars, and speaking engagements that empower participants to excel beyond the status quo. Services are appropriate for professional staff work-teams, student organizations and executive boards, and youth groups. Since its inception, services provided by EXCEL have been considered "professional, motivational and inspiring".

Master El-Java's World Championship Martial Arts (2007-present) – WCMA rents a floor from *Champions Martial Arts Studio* and provides dynamic martial arts lessons in Sport Karate, JuJitsu, Full Contact Kickboxing, and Cardio-Fitness. Group classes and private lessons are offered. As chief instructor and owner of WCMA, I am responsible for securing training space, developing marketing and recruitment strategies, and making major decisions regarding personnel management, and implementation of programs and services.

Personal Development Consultant (2004-present) – Serve as a private consultant to non-profit organizations, experienced martial arts instructors/school owners, and other small business owners seeking to enhance their services. Using program evaluation and assessment techniques, project management, and knowledge of human relations, clients are assisted in the development of a curriculum/services offered, training schedule/hours of operation, time management, billing policies and procedures, employee relations, inclusion, effective oral and written communication, branding, and other marketing strategies. Clients include The Villanova Academy for Honors Studies in Villanova, PA, On Point for College in Syracuse, NY, Championship Karate in Newtown, PA, SBF Home Improvements in New York, NY, and more.

Founding Board Member, HSA of CNY (2004-Present) – Met with founding board members to discuss and determine the purpose of the organization and the scope of services that will be provided. In addition to participating in periodic board meetings, I design and facilitate a number of the ongoing training and development sessions provided by the organization

Seminar Facilitator (2002-present) – Invited to martial arts schools, tournaments and other fitness events to provide audiences with presentations emphasizing the connection between martial arts excellence and excellence in life. Lessons can be audience specific or general. Some past presentations have focused on resilience and overcoming obstacles while others focused on adequate physical and mental preparation. Some lessons were geared toward the tournament novice focusing on the repetition of effective techniques and form, while other lessons were flexible, developed to address the needs of the experience competitor. Seminar locations include: Duncan's Martial Arts Academy, Syracuse Shaolin Academy, Team CMC training camp, Washington's Martial Arts Training Center and more.

Mental Health Therapist (2001-2002) – Practiced Clinical Social Work, with individuals, couples, groups and families at the Onondaga Pastoral Counseling Center, as well as the Islamic Society of Central New York. At ISCNY, in addition to performing assessments, providing diagnoses, implementing treatment plans, I was responsible for advertisement of services, scheduling of clients, and understanding policy and procedures for billing, coding, storage of records, and other managed care concerns.

Founder, Natural Born Karate (2001-present) – The purpose of NBK is to empower the community by integrating self defense, discipline, and the tenets of martial arts with the innate potential for self control, self esteem, and self confidence. This is done by providing young children with social/emotional competency; developing leadership skills, responsibility, and integrity in our teens; and sharing the tools needed to balance school, work & personal stress with college students, professionals, and other adults. Some examples include:

(2001-2002) – Hired by Dunbar Association, Youth Services Department to provide discipline, meditation, self control, self defense, and physical activity to youth in the *Each One Teach one Program*.

(2003-2005) – Hired by the Syracuse University, *Late Night at the Gym* program in the Office of Recreation Services, NBK provided kickboxing, self defense, and other martial arts based activities as an alternative to drinking for students, faculty, staff, and other members of the campus community. In addition to curriculum development and teaching, responsibilities included advertisement, and enrollment management

(2007-2008) – Hired by Temple University, *Office of Campus Recreation* to teach Kick IT, an intense cardio-kickboxing fitness class to students, faculty, staff and other members of the University community.

Founding Board Member, On Point for College (2000-present) – Met with other founding members of the non-profit organization to develop the mission, vision, bylaws, programs, services, and target population. Met periodically with the Executive board members to review and discuss the state of the organization. Met individually with the Executive Director, as needed, to consult regarding challenges and obstacles faced by the organization and to troubleshoot challenges faced by individuals involved as participants in the program.

Chief Instructor/President, SU Shotokan Karate Club (1995-2003) – Registered the club as part of the International Shotokan Karate Federation and taught Traditional Shotokan Karate (Forms and Self Defense) to students in the *Syracuse University Shotokan Karate Club*. In addition to teaching, responsibilities included advertisement, membership, policy development, management of dues, allocated and revenue generated funds, coordination of competitions and demonstrations, inventory control, and the training of new officers.

Teaching and Facilitation Experience

Adjunct Professor – EEE 446 Minorities and Women in Entrepreneurship, Syracuse University (Present)

- Teach an undergraduate class focusing the status of minorities and women in entrepreneurship, including societal conditions and policies that support or impede their entrepreneurial success.
- Responsible for the creation, implementation, update, and revision of course objective, content, rubrics, and syllabus.

Adjunct Professor – PED 228 Boxing Fitness / Exercise Science, Syracuse University (Present)

- Teach the fundamentals of boxing, including basic techniques, safety, fitness and nutrition.
- Responsible for design and implementation of the course, including lesson plans, activities, grading, etc.

Guest Lecturer – EDU 100 Our Social Context, Syracuse University (Summer 2011)

- Discussed decision making, goal setting, and sacrifice as it pertains to success in life with students enrolled in EDU 100.

Guest Lecturer – ANT 121 (U001) Peoples and Cultures of the World, University College (Spring 2011)

- Discussed the history and origins of martial arts as a military strategy, academic subject, and an integral part of the way of life in various cultures around the world.

Guest Lecturer – PEAC 214 Practices of Peace and Conflict, Colgate University (Spring 2010)

- Gave an academic lecture, to undergraduate students at Colgate University, about the sociology of violence as it pertains to the practice and implementation of martial arts as an art form and a means of self-defense.

Instructor – PED 200 Box Aerobics, Syracuse University (Fall 2009, Spring 2010, Fall 2010 & Spring 2011)

- Taught a one credit physical activity class to matriculated and non-matriculated students, faculty and staff at Syracuse University. The class consisted of an intense cardiovascular workout, using boxing movements, techniques and combinations. We also discussed training zones, safety, and nutrition.

Instructor – EEE 443 Entrepreneurial Consulting, Syracuse University (Spring 2010 & Spring 2011)

- Assisted in the teaching of a three credit Entrepreneurship & Emerging Enterprises class at Syracuse University. The class taught undergraduate and graduate students how to apply the Inclusive Entrepreneurship consulting strategies.

Facilitator – CARE Dialogue Circles (Fall 2005 through Spring 2006 & Spring 2009 through Spring 2015)

- Facilitated conversations about race and ethnicity with resident advisors and college students on the Syracuse University campus. The curriculum was designed by the Interreligious Council and Syracuse University's Office of Residence Life.

Guest Instructor – Religions of the World (Summer 2008)

- Taught a session of an Undergraduate level course at Syracuse University and discussed the five pillars of Islam, how these basic tenets are put into practice, and addressed questions posed by the class

Facilitator Trainer – RACE Matters (Fall 2007 through Spring 2008)

- Developed a curriculum, a facilitation guide, and led facilitator training meetings for a campus-wide effort to address issues of racism and oppression at Temple University

Instructor – Kick IT Group Fitness Class (Spring 2008)

- Taught an intense cardiovascular workout, using kickboxing movements and combinations, to students, faculty and staff as a part of Campus Recreation Group Fitness programs at Temple University

Adjunct Professor – RCC 200 Academic Skills Seminar, Temple University (Summer 2007 & Summer 2008)

- Taught 2 sections of a 6 week college readiness class on time management, help seeking, University resources, and other subjects to incoming freshmen in the Summer Bridge Program at Temple University

Moderator – African American Film Series (Spring 2007)

- Coordinated and moderated panels & discussions on topics ranging from institutional racism and social justice to interracial relationships and identity politics to complement the Conwell Center African American film series

Faculty – Temple University The LeaderShape Institute, inc. (Spring 2007)

- Led a "Family Cluster" of Temple University student leaders through the exploration and development of leadership skills including building community, building a vision, leading with integrity, staying in action, etc.
- Co-Facilitated Conversations About Race and Ethnicity using a facilitation guide created by the collaborative efforts of the Division of Student Affairs, Academic Affairs, and the Community Wide Dialogue to End Racism

Facilitator – Conflict Resolution Class (*Fall 2005 & Spring 2006*)

- Co-Created, and facilitated a conflict resolution class focused on personal conflict management to participants referred by the Office of Judicial Affairs

Instructor – Resident Advisor Selection Class (*Spring 2005 & Spring 2006*)

- Taught departmental philosophy and job responsibilities to Resident Advisor candidates and evaluated them based on the guidelines and training material developed by the ORL RA selection committee

Co-Facilitator – Social Justice in Islam (*Spring 2005 & Fall 2006*)

- Co-facilitated discussions about such topics as Muslim student identity development, gender roles in Islam, Islam and democracy, tradition vs. modernity, and interfaith relations

Facilitator – FOCUS Groups (*Spring 2005*)

- Organized and guided group sessions for Friends On Campus United to Study, an initiative of the Office of Supportive Services to encourage academic excellence

Guest Lecturer – Islam and Democracy, Syracuse University (*Fall 2005*)

- Taught two sessions of an Undergraduate level course at Syracuse University and discussed the role of Muslims in American society, emphasizing the responsibilities of the individual, family, community, and institutions

Co-Instructor – Islam and Society (*Fall 2004*)

- Collaborated with Islamic Chaplain to develop a syllabus and teach a class on Islamic values in a fluctuating world to Muslim Students

Instructor – College Readiness Skills Class (*Fall 2002, Fall 2003 & Fall 2005*)

- Taught college preparation classes during Boys and Girls Club and Dunbar Center college orientation sessions. Students learned about living on campus, interacting with professors, the importance of time management, study habits and more

Facilitator – Students of Color Leadership Retreat (*Fall 2003 & Fall 2004*)

- Led workshops about the campus climate, leadership opportunities, and goal setting with students of color on a predominantly white campus

Instructor – Effective Black Parenting Class (*Summer 2001-Spring 2003*)

- Taught parenting skills to mandated and voluntary clients based on a curriculum developed by the Center for the Improvement of Child Caring

Chief Instructor – Syracuse University Shotokan Karate Club (*Spring 1995-Spring 2003*)

- Taught traditional martial arts philosophy and techniques to college students as a form of discipline, confidence, relaxation, and self defense

Selected Presentations

- "Entrepreneurial Storytelling" – A presentation at the USASBE National Conference in Fort Worth, Texas.
- "Inclusive Entrepreneurship" – Presented our concept and strategies at the EMPACT Conference in NYC
- "Small Business Matters" – Presented to counselors at the BDC annual Conference in Hudson Valley, NY
- "Entrepreneurial Discovery" – Presented business consulting strategies at the EAP annual conference in Rochester NY
- "Small Business, Many Hats" – The multiple roles of a small business owner and the importance of delegation (2009)
- "You must be the change..." Leadership development and team building for Students for Environmental Action (2008)
- "It's not just for kicks" – Discussed advertisement and marketing strategies with a group of karate school owners (2008)
- "Move with the Cheese" – Explored motivational strategies with management of a home improvement business (2008)
- "What's your Status?" – Shared the importance of self-assessment with developmental educators, PADE (2007)
- "Got Progress?" – Taught educators strategies to work with students in jeopardy, Tri-State Consortium (2007)
- "Shake it Off" – Empowerment training for professionals in stigmatized organizations, HSA of CNY (2006)
- "A Charge to Hendricks Chapel" – Presentation to SU campus at 75th Anniversary of Hendricks Chapel (2005)
- "Trailblazing in the 21st Century" – Explored challenges and obstacles of 1st generation college students (2005)
- "So you think you're a Leader" – Leadership presentation to students in On Point for College Program (2003)
- "There is Strength in Diversity" – Multi-part Diversity training for staff at the Dunbar Association (2003)
- "Confidentiality in the workplace" – Presentation on professionalism to staff at the Dunbar Association (2002)
- "I know what you did last summer" – Seminar on summer internships for ARISE students (2001)
- "Where do I go from here?" – Graduate and Pre-professional school preparation for CSTEP (2000)

Community Involvement

- Co-Chair of the Board of Directors – *Human Service Association of Central New York* (2004-present)
- Fresh Food Giveaway Program Volunteer – *Dunbar Association* (2003-2006)
- Co-Chair of Board Development Sub-committee – *On Point for College Board of Directors* (2001-2006)
- Founding Member of the Executive Board – *On Point for College Inc.* (2001-present)
- Chair of Youth Development sub-committee – *Islamic Society of Central New York Shurah Board* (2002-2004)
- Domestic Violence Diversity Taskforce – *Vera House* (2002-2004)
- Committee Member – *Search Committee for Executive Director of the Dunbar Association* (2003)
- Director of Teen Services (full time) – *Boys and Girls Clubs of Syracuse* (2000-2002)
- Youth Program Mentor – *Central Village Youth Center, Syracuse Housing Authority* (2000-2003)
- Emergency Medical Technician – *Syracuse University Ambulance* (1997-1999)

Committee Experience

Colorado Technical University Business Advisory Board

A Good Life Foundation Board of Directors

Land Band Citizen's Advisory Board

CASH Coalition Steering Committee

I-81 Economic Development Committee

Chair of Diversity Initiatives Committee – *Office of Student Activities at Temple University* (2007-08)

- Spearheaded the development and implementation of a curriculum for diversity education
- Collaborated with Student Groups, University Offices, and Academic Departments to develop heritage celebrations
- Utilized a student advisory committee to plan and execute an African American Heritage Month including an African Village, Jazz and Poetry performances, and a film series with discussions led by the film makers

Interfaith Council Committee – *Division of Student at Temple University* (2007-08)

- Represent the interests of Student Activities, Student Organizations, and the University during council meetings
- Participate in the review and creation of the agreement between the Interfaith Council and Temple University
- Serve as an advocate for faith communities that are not represented on the Council

Leadership Challenge Committee – *Division of Student at Temple University* (2007-08)

- Served as a Cluster Facilitator for the Self discovery tract of the Student Leadership Conference
- Assisted in the development of the Emerging Leaders Seminar curriculum
- Recruited and confirmed Student Groups to co-sponsor the Exploring Leadership Speaker Series
- Served as a Leadership Academy Coach for students who wanted to relate their classroom experience to leadership
- Participated in planning and implementation of the Leadership Challenge Spring Leadership Conference
- Utilized CAS standards for Leadership Programs to provide the feedback regarding the effectiveness of our programs

Co-Chair Summer Bridge Seminar Committee – *Russell Conwell Center at Temple University* (2007)

- Assisted in the development of the Summer Bridge Academic Seminar topics, syllabus and structure
- Provided curriculum and lesson plan training to new RCC Academic Seminar instructors
- Created lesson plans for Study Skills, Communication with professors, Financial Aid, Budget Management, etc

Chair of Strategic Planning Internal Issues – *Russell Conwell Center at Temple University* (2007)

- Responsible for gathering information and producing a report examining the factors and trends that has and will continue to inform our work, as well as making recommendations for changes that need to be made
- Collaborate with the Chair of the External Issues Committee and the RCC Director to ensure compliance with student need, the University mission, Division goals, as well as the Pennsylvania Department of Education

Leadership Development Committee – Russell Conwell Center at Temple University (2006-07)

- Developed, marketed, and organized student leadership initiatives such as Professional Development Work Study, Project Mentor, , and programs within the Russell Conwell Center
- Assisted with the planning, and implementation of the Mastering Success Student Leadership Conference hosted by Temple which had participants from more than 15 colleges and Universities in the Philadelphia area
- Recruited, selected and trained Temple Act 101 student leaders to serve as Leadership Conference ambassadors

Counselor Training/Development – Russell Conwell Center at Temple University (2006-07)

- Served on various search committees for positions available within the RCC
- Revised job descriptions and helped create job announcements for available positions within the RCC
- Developed a training manual for new staff members including resources, policies and procedures, etc
- Assisted in developing and providing ongoing in-service trainings for RCC counseling staff

Diversity Committee – Office of Residence Life at Syracuse University (2005 –06)

- Organized and facilitated the “Spirituality on Campus” Panel discussion featuring a diversity of spiritual leaders
- Coordinated Capturing the Dream and MLK Day of Service events during Martin Luther King Dream Week
- Assisted in the planning and implementation of the Sixth Annual Women of Influence Awards
- Assisted in the planning and facilitation of the Students of Color Leadership Retreat

Professional Staff Training and Development Committee – Office of Residence Life (2004 – 2005)

- Created session outlines and assisted in the development of an intensive training schedule for professional staff
- Conducted a needs assessment to determine appropriate presentations for professional development sessions
- Established criteria and guidelines used to invite and select potential staff training and development presenters
- Organized monthly professional development sessions for staff at various professional levels in the department

Co-Chair of the Jumpstart Planning Committee – Office of Residence Life & Summer Start (2004)

- Collaborated with campus offices to recruit volunteers to facilitate a leadership program for 250 pre-freshmen
- Trained facilitators to lead activities and discussions about individual and group leadership skills
- Introduced the social change model of leadership development to program participants
- Informed program participants of leadership opportunities on campus

Academic Initiatives Committee – Office of Residence Life (2003 – 04)

- Provided training for resident advisors resulting in an increase of academic programs compared to the previous year
- Helped to develop an academic and social issues calendar used by resident advisors as a programming guideline
- Compiled information for the implementation of a residence hall academic space assessment project
- Provided support and leadership in the implementation of the USA Today Readership program
- Assisted in the development of Faculty Dining and Scholar in Residence program proposals

Fund Development Committee – Dunbar Association (2001-2002)

- Coordinated efforts to obtain items from local businesses used for the Dunbar Association’s Annual Silent Auction which hosted more than 400 guests, and raised over \$40,000 for the general operation of the center
- Wrote grant proposals for the agency resulting in grants including one for \$90,000 over a 3 year period for the creation and implementation of the Kinship Care Program

Unrelated Skills and Interests

Martial Arts Training/Education/Certification

I have trained and competed in martial arts as a form of self defense, physical fitness, and stress relief for more than two decades. This experience has provided me with skills that are transferrable, and no doubt have impacted my life (ie. resilience, confidence, discipline, and determination). In addition to my extensive success in competition, which

has led to dozens of National Championship titles and five World Championship titles, my formal martial arts training experience includes:

- 2011 – Attained the rank of Godan (5th degree Black Belt, Master) in Shotokan Karate
- 2006 – Attained AAAI/ISMA Group Fitness Trainer / Kickboxing Certification
- 2003 – present – Continuous cross-training in Boxing, Kempo, Tae Kwon Do, Brazilian Ju Jitsu, Kung Fu
- 2002 – Attained the rank of Yondan (4th degree Black Belt, Master level) in Shotokan
- 1998 – Attained the rank of Sandan (3rd degree Black Belt) in Shotokan
- 1996 – Started Full Contact Kickboxing with Master Reno Morales
- 1994 – Attained the rank of Nidan (2nd degree Black Belt) in Shotokan & Ju Jitsu
- 1991 – Attained the rank of Shodan (1st degree Black Belt) in Shotokan & Ju Jitsu
- 1988 – Started training in Shotokan and Ju Jitsu with Master Leander (Bolo) Hardaway
- 1986 – Started training in Shotokan with Master Reno Morales

International Travel and Language proficiency

I have been fortunate enough to travel to various places throughout the country and the world. In addition to English, my language proficiency includes reading, writing and speaking Spanish, basic Arabic, and speaking Khmer. In addition to travels throughout North and South America, my world traveling experience includes:

- 2011 – Traveled to Turkey as a part of an International Business Trade group
- 2010 – Traveled to Portugal with USA National Karate Team to compete in WKC World Championships
- 2007 – Traveled to Portugal with USA National Karate Team to compete in WAKO World Championships
- 2003 – Traveled to Spain as a part of an Interfaith Dialogue group from Syracuse University
- 2002 – Traveled to Cambodia with family and spent time with the Minister of Social Justice
- 1998 – Traveled to England and visited sites, learned to appreciate living/working in a global society

Student Group Advising Experience

- **Student Activities** – Responsible for advisement of 300+ Student Organizations (September 2007-March 2008)
- **Pakistani Student Association** – Served as faculty/staff advisor for the group (*November 2007-March 2007*)
- **Temple University Paintball Club** – Served as faculty/staff advisor for the group (*June 2007-March 2007*)
- **Act 101 Student Association** – Served as advisor and administrative liaison (*August 2006-September 2007*)
- **Cheon Ji In Korean Drumming Troupe** – Served as faculty/staff advisor for group (*August 2005-May 2006*)
- **GREAT Plain Hall Council** – Advised the Hall Council for DellPlain Residence Hall (*July 2003-June 2004*)
- **Shotokan Karate Club** – Served as faculty/staff advisor & seminar coordinator (*August 2003-May 2006*)
- **Muslim Students' Association** – Consultant to e-board & education coordinator (*August 2003-May 2005*)

References

Furnished Upon Request

11 12/2/21 to 13

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF AN AMOUNT NOT TO
EXCEED \$532,000 OF THE AMERICAN RESCUE
PLAN ACT OF 2021 (ARPA) FUNDS RECEIVED
BY THE CITY OF SYRACUSE TO BE USED BY
THE BUREAU OF INFORMATION
TECHNOLOGY OVER THE NEXT THREE (3)
YEARS FOR COSTS ASSOCIATED WITH AN
INFORMATION TECHNOLOGY (I.T.)
MODERNIZATION PROJECT TO MIGRATE TO
MICROSOFT 365 AND AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT WITH
MICROSOFT FOR SERVICES RELATIVE TO
THE I.T. MODERNIZATION PROJECT**

BE IT ORDAINED, that this Common Council hereby appropriates a sum not to exceed \$532,000 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Bureau of Information Technology; said funds are to be used over the next three (3) years to fund a Bureau of Information Technology Modernization Project to migrate to Microsoft 365, which will include a cloud hosted email solution along with access to the latest Office applications. The migration to Microsoft 365 will be for approximately seven hundred fifty (750) network user; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to enter into an agreement with Microsoft for an amount not to exceed \$532,000.00 for the Information Technology Modernization Project; and

BE IT FURTHER ORDAINED, that this agreement shall be for a three (3) year term effective as of the date the agreement is fully executed by both parties; and

BE IT FURTHER ORDAINED, that such agreement shall be subject to the approval of the

Corporation Counsel as to terms, form and content.



Office of Information Technology

CITY OF SYRACUSE, MAYOR BEN WALSH

11/12/13 13/10/13

September 09, 2021

David Prowak
Director

Mr. John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

Re: REQUEST FOR LEGISLATION

Dear Mr. Copanas

Please prepare legislation for the next meeting of the Common Council to appropriate \$532,000 of the American Rescue Plan Act (ARPA) 2021 fund an I.T. modernization project to migrate to Microsoft 365, to include a cloud hosted Email solution along with access to the latest Office applications.

Funds will be placed in an account to be designated by the Commissioner of Finance. Upon approval the City will execute an agreement with Microsoft and begin migrating approximately 750 network users. The agreement will be for a term of 3 years.

Sincerely,

X

Office of Information
Technology
233 E Washington St
Room 423
Syracuse, N.Y. 13202

Office 315 448-8431

www.syr.gov.net

David Prowak
Director of Information Technology

6

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: September 13, 2021
SUBJECT: Agreement with Microsoft

Julie Castellitto
Assistant Director

On behalf of the Office of Information Technology, I am requesting to appropriate funds in an amount not to exceed \$532,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance and enter an agreement with **Microsoft**. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used for an I.T. modernization project to migrate to Microsoft 365, to include a cloud hosted Email solution along with access to the latest Office applications. Once an agreement is approved the City will begin migrating approximately 750 network users. The agreement will be for a term of 3 years.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date 9/15/21

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

12 13 14 15

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE MAYOR TO
ENTER INTO A SERVICE AGREEMENT WITH
SYRACUSE UNIVERSITY**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute an agreement with Syracuse University, whereby the City is willing to address the special impacts upon neighborhoods impacted by and impacting on Syracuse University and the outer Comstock area and whereby Syracuse University is willing to provide a portion of the financial support for that service and assistance; and

BE IT FURTHER ORDAINED, that said agreement shall have a five year term effective as of July 1, 2021 through June 30, 2026; and

BE IT FURTHER ORDAINED, that the terms of this Agreement shall be substantially the same as the terms contained in draft agreement attached hereto as Exhibit "A"; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interests of the City of Syracuse.

SERVICES AND NEIGHBORHOOD SUPPORT AGREEMENT

This Services and Neighborhood Support Agreement (this "Agreement") is made as of July 1, 2021 (the "Effective Date"), by and between SYRACUSE UNIVERSITY, a not-for-profit educational corporation chartered by a special act of the New York State Legislature, with an office at 900 South Crouse Avenue, Syracuse, New York 13244 (the "University") and the CITY OF SYRACUSE, a municipal corporation with offices at 233 East Washington Street, Syracuse, New York 13202 (the "City").

RECITALS

A. The University is an important institution in and for the City, providing many educational, cultural, financial and other benefits to the City and its residents. A number of these benefits are set forth in Exhibit "A" attached hereto.

B. In recent years, the University has expanded on and from the University Hill neighborhood into many areas of the City. The University and the City expect that the University will continue to expand on the Hill and throughout the City. The City recognizes that existing and future projects have benefited and will continue to benefit the City and the businesses, organizations, and residents of the City and the City will support those efforts.

C. The University recognizes that its presence in the City and future expansion may require additional City resources, infrastructure, and services. As such, the University voluntarily agrees to provide funds to support the City.

D. The University recognizes that its activities have an impact on the City neighborhoods surrounding the University (the "Neighborhood(s)"), which uniquely benefit from their close proximity to the University and other large institutions. The City and the University

also recognize the University's operations and student populations are concentrated in the Neighborhoods, which has an impact on service needs in these areas.

E. In furtherance of the parties' mutual interest in enhancing the health, safety and welfare of the Neighborhoods, the University voluntarily agrees to provide financial and other support to assist the City in addressing the services and assistance required by Neighborhoods.

F. Both parties acknowledge that the benefits from the University's expansion on and from the Hill can best be achieved by cooperating on the University's projects, whether located on the Hill or elsewhere in the City, so that they can be accomplished fully and expeditiously and in full compliance with all applicable legal requirements. Thus, each of them wishes to further its commitment to the other to continue to collaborate and cooperate with each other on University projects.

G. The University's commitment to support the City and the Neighborhoods has been memorialized in written agreements, including (1) the Services Agreement between the University and the City that addressed the funding to support the City services (effective July 1, 2016 through June 30, 2021); (2) the Services Agreement between the University and the City that addressed the funding to support the City services (effective June 20, 2011 through June 30, 2016); and (3) the Service Agreement between the University and the City that addressed the neighborhood impacts (effective July 21, 1994 through July 21, 2014 amended to be extended until June 20, 2016). The parties intend for these agreements together with any amendments or extensions thereto to be superseded by this Agreement.

H. Both parties recognize the historical, environmental, economic, and cultural significance of the parks located throughout the City of Syracuse and adjacent to the University's campus, including Walnut Park and Thornden Park, and the parties desire to maintain, protect, preserve, and improve such parks.

I. The City agrees to permit the University to perform certain park maintenance and operations (as set forth in more detail in paragraph 6 of this Agreement), and the University has the necessary skills, capabilities, and experience to perform such park maintenance and operations upon terms more fully set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement. The parties agree that the term of this Agreement shall begin on the Effective Date (July 1, 2021) and expire on June 30, 2026 (the "Term"). This Agreement may only be terminated by the University or the City prior to the expiration of the Term if the other party breaches a material term or condition of this Agreement and such breach is not cured within thirty (30) days from receipt of written notice of the breach.

2. Financial Support for City Services. The University shall make annual payments to the City according to the schedule set forth in Exhibit "B" attached hereto and made a part hereof. Each annual payment shall be made on or before August 31 of each year commencing on August 31, 2021, with the last payment due on August 31, 2025. When the City implements a municipal sidewalk maintenance program, the University may hold back Fifty Thousand Dollars (\$50,000) from each annual payment due hereunder to cover any sidewalk assessments for University parcels that are included in the program during the Term (the "Hold Back"). The University shall remit the balance of the Hold Back (if any) within thirty (30) days of the payment of the municipal sidewalk assessment.

3. Financial Support for City Neighborhoods. In recognition of the fact that the University's activities have a direct impact on the surrounding City Neighborhoods, in addition to the payments described in paragraph 2 above, the University shall make to the City annual payments of Five Hundred Thousand Dollars (\$500,000) to provide financial support for the Neighborhoods. The annual Neighborhood support payments will be made on or before

August 31 of each year commencing on August 31, 2021, with the last payment due on August 31, 2025.

4. Application of Neighborhood Payments. The City agrees to apply the payments from the University pursuant to paragraph 3 above as follows:

- a. Out of each \$500,000 annual payment, \$125,000 shall be allocated to the City of Syracuse Police Department and applied to the cost of maintaining safety and security in the Neighborhoods; and
- b. The remaining balance of each annual payment (\$375,000) will be used for Neighborhood projects and services that are in the mutual interest of the Neighborhoods, their residents (including University students) and the University. The specific projects and services for which these funds will be used shall be decided pursuant to the University Neighborhood Services Agreement Advisory Committee (the "UNSAAC") process. The Neighborhood area for which these funds shall be eligible is set forth in the map attached as Exhibit "C." During the Term of this Agreement, one (1) representative of the University will serve on the UNSAAC as a voting member. The City will ensure that the UNSAAC adopts a conflicts of interest policy governing all voting members.

5. Prior Service Agreements. This Agreement supersedes the Prior Service Agreements, and the parties agree that the Prior Service Agreements have no force and effect as of July 1, 2021.

6. Support Services for City Parks. The City agrees to permit the University to perform certain maintenance and improvements at Walnut Park and Thornden Park, subject to the written approval (not to be unreasonably withheld or delayed) of the Commissioner of Parks

as to the scope of work as more fully set forth below. Unless otherwise mutually agreed to by the City and the University, the Commissioner of Parks shall review and approve or deny (in writing) all requests to perform maintenance or improvements within five (5) business days from receipt of the request from the University (the "Review Period"). Notwithstanding anything to the contrary in this Agreement, any request that is not approved or denied in writing within the Review Period is deemed approved.

- a. Walnut Park. Walnut Park refers to the three-block linear green space in Syracuse, New York, located to the immediate northeast of the University, and bordered on the north end by Harrison Street, the south by Waverly Avenue, the east by Walnut Avenue, and the west by Walnut Place. During the Term, the University shall provide certain maintenance, development, and security services for Walnut Park, including (i) general maintenance of the grounds at the park to the extent they affect the University's use and enjoyment of the park, including, without limitation, snow removal, mowing, weeding, tree trimming and litter pickup; (ii) the right to repair and improve areas of the park that affect the University's use and enjoyment of the park; and (iii) reasonable security and patrols. The University shall enjoy the right to determine, subject to the written approval of the Commissioner of Parks (as outlined above), whether such repairs and improvements to Walnut Park shall be performed and the right to schedule and perform such repairs and improvements once the University has secured the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite. The University's Department of Public Safety shall provide reasonable security and public safety patrols at Walnut Park, consistent with

the existing Memorandum of Understanding between the Syracuse Police Department and the Syracuse University Department of Public Safety, the terms of which are incorporated by reference herein. The University shall be responsible for all costs and expenses associated with maintenance, repairs, and improvements performed by the University at Walnut Park. The University and its students, faculty, staff, and other members, shall be free to use the park for educational, recreational, or ceremonial activities, subject to securing the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite.

- b. Thornden Park. Thornden Park refers to the 76-acre park space in Syracuse, New York, located to the northeast of the University, and bordered on the north end by Madison Street, the south by Clarendon Street, the east by Ostrom Avenue, and the west by S. Beech Street. During the Term of this Agreement, the University shall enjoy the right to determine, subject to the written approval of the Commissioner of Parks (as outlined above), whether maintenance, repairs and temporary and permanent improvements affecting the University's use and enjoyment of a certain portion of Thornden Park, as set forth in Exhibit "D" attached hereto and made a part hereof and including entrances into Thornden Park from Ostrom Avenue, shall be performed and the right to schedule and perform such maintenance, repairs and improvements once the University has secured the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite. Such maintenance, repairs and improvements may include, without limitation, snow removal, mowing, weeding, tree trimming and litter pickup.

The University shall be responsible for all costs and expenses associated with such maintenance, repairs, and improvements performed by the University at Thornden Park. The University and its students, faculty, staff, and other members, shall be free to use the park for educational, recreational, or ceremonial activities, subject to securing the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite. In addition to any maintenance, repairs or improvements the University may elect to make at Thornden Park, the City agrees to install new crosswalks in the following locations to ensure the safety of pedestrians entering Thornden Park and other property owned by the City: Ostrom Avenue and University Place; Ostrom Avenue and Waverly Avenue; Ostrom Avenue and Adams Street; Ostrom Avenue and Harrison Street; Ostrom Avenue and Madison Street.

- c. Insurance and Limitation of Liability. The University shall maintain (a) general liability insurance coverage sufficient to protect it from claims for death, personal injury or property damage arising from or resulting out of the negligence of the University in the performance of its operations pursuant to this paragraph 6 provided that as a minimum the policy shall provide for Two Million Dollars (\$2,000,000) in general liability coverage naming the City of Syracuse as an additional insured, and (b) workers compensation coverage (statutory limits). The University shall defend, indemnify and hold harmless the City of Syracuse, its officers and employees, from any and all claims, actions, suits, judgments, or proceedings that arise from the University's negligent acts or omissions in conducting activities on City property pursuant

to paragraph 6. For the avoidance of doubt, the University shall have no obligation to exercise any of the rights granted to it under this paragraph 6 and shall have no liability to the City or any third party for choosing not to exercise any such rights.

7. Cooperation. In recognition of the benefits the City, its residents and visitors will receive from University projects developed or maintained within the City, whether on the Hill or elsewhere in the City, the City will maintain appropriate levels of staffing, including without limitation a senior project review position that will serve as the University's primary point of contact, and will use best efforts to review and improve its permitting processes and expedite the consideration, approval, and development of University projects within the City in compliance with applicable law. The City will also use best efforts to expedite completion of required inspections of University properties. The City and the University shall designate representatives (including at least one (1) senior executive) who will meet on a quarterly basis throughout the Term (within thirty (30) days of the conclusion of each calendar quarter) to discuss any concerns arising out of any of the matters set forth in this paragraph 7.

8. Community Policing. In recognition of the fact that the University's operations and student populations are concentrated in the Neighborhoods and the benefits of community policing, the City agrees to dedicate at least two (2) sworn, non-probationary officers from the City police department to act as community service officers and work with the Community Policing Services Unit of the University's Department of Public Safety ("DPS") to engage students (and their parents) and student groups in the Neighborhoods alongside DPS' other partners. Such officers will be stationed full time on a Tuesday through Saturday schedule (hours to be mutually agreed upon by the parties, but shall include evening hours on a consistent basis)

at the following locations: (a) the University's Hildegard and J. Myer Schine Student Center, and (b) a mutually agreed upon location on the University's south campus.

9. No Obligation to Extend. During the final year of this Agreement, the parties shall engage in good faith discussions regarding an extension of this Agreement. Neither party has an obligation of any kind to extend or supplement this Agreement, or enter into a new services agreement after the expiration of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of New York. It is agreed that this Agreement does not waive or dispense with the requirements of any law, rule, or regulation applicable hereto, including the Charter of the City of Syracuse.

11. Third Party Beneficiaries. The obligations under this Agreement are for the sole benefit of the parties, and neither this Agreement nor anything performed pursuant to it shall give rise to, or shall be deemed or be construed to confer, any right, claim, or cause of action on any other party as a third party beneficiary or otherwise.

12. Modifications. This Agreement shall not be modified except in writing executed by both parties.

13. Severability. If any section or provision of this Agreement, or any portion of any section or provision, shall for any reason be held to be void, illegal, or otherwise unenforceable, all other portions of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers.

Attest:

CITY OF SYRACUSE

City Clerk

By: _____
Benjamin R. Walsh
Mayor

SYRACUSE UNIVERSITY

By: _____
Kent D. Syverud
Chancellor and President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this ____ day of _____, 2021 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that he signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this ____ day of _____, 2021 before me personally came Kent Syverud, Chancellor and President for Syracuse University with whom I am personally acquainted; who, being by me duly sworn did depose and say: he is the Chancellor and President for Syracuse University, the educational institution described herein, and which executed the within instrument; and that he is duly authorized to execute this Agreement on behalf of the University.

Notary Public

EXHIBIT A

Operational Services	
Facilities/ Physical Plant	Walnut Avenue and Walnut Park Maintenance (mowing, plowing, litter and trash removal)
	<u>Dome and surrounding areas (assist with plowing of City streets and sidewalks on an as needed basis)</u>
	<u>Comstock Avenue from Colvin Street to East Genesee Street (plow City streets and sidewalks on both sides of the street)</u>
	<u>East Adams to East Genesee Street (plow the road and sidewalks on the west side of the road only)</u>
	<u>Euclid Avenue from Comstock to Westcott (plow the roads and sidewalks on both sides of the street; maintain eight flower pots in Westcott Commons area)</u>
	<u>Assist with City streets/snow removal as needed during snow storms</u>
	<u>Euclid Avenue from Comstock to Ostrom Avenue (sidewalk replacement)</u>
	<u>Improvements and maintenance of designated section of Thornden Park (map)</u>
	<input type="radio"/> staff on an annual basis _____ <input type="radio"/> equipment _____

¹ This Exhibit A contains a historical and current sample of the educational, cultural, financial and other benefits the University has provided or currently provides to the City and its residents. The information herein is not an exhaustive list of all support and services the University has rendered or currently renders to the City.

Design and Construction	Construction of Walnut Park retaining wall
	Marshall Street curb replacement
	Euclid Ave curb replacement
	University Place curb replacement
	Water main improvement on Sims Drive
	Water main replacement on Euclid Avenue
	Water Main replacement on University Place (2016)
	University Place sewer slip-lining (2016)
	University area crime control initiatives (equipment and labor)
Public Safety	
	Department of Public Safety ("DPS") support to City Police related to campus crimes
	Orange Watch: regular DPS patrols of nearby city streets and campus perimeters
	DPS traffic enforcement and accident reports
	Joint investigations between DPS and City Police
	Academy training

	Conduct fire safety inspections on campus
	Respond to fire alarms on campus
	Respond to medical calls on campus
	Permitting assistance: review of fire and safety specifications for new construction
	Daily reporting of on-campus incidents to City Police
	Weekly reporting on campus fire safety inspections and projects
	<u>Meeting support and space for in-service training for Syracuse Police</u>
	<u>Funding for installation of Syracuse Police Department video security cameras in off campus neighborhood area (8 cameras)</u>
	<u>Three camera installment for additional security (Comstock and Stratford, Walnut Park areas)</u>
	<u>Walking uniformed security officer patrols and safety escorts in the off-campus neighborhood during the academic year (east of campus/Euclid Lancaster/Westcott region).</u>
Traffic Control	Joint DPS and City Police traffic control during major events
	<u>Increased payment to City of Syracuse for Dome/Stadium Traffic agreement.</u>
Information Technology Services	Host five WiFi hotspots for City Police on patrol (equipment, installation, and maintenance)

	Near Westside Initiative: network support for La Casita and 601 Tully
	Say Yes to Education Computer Lab: Developed and Maintained computer lab for students
	Peoplesoft analysis and implementation: assist and advise City and County on conversion to and use of Peoplesoft System
	Support and IT consultation services to Mayor's Broadband Initiative
	Access to select on-campus Department of Public Safety video security cameras.
	<u>Bi-directional radio antenna equipment installed in various University building basements for improved Syracuse Fire Department and Syracuse Police Department radio operability.</u>
Key Initiatives	
Procurement and Investment of Public and Private Funds	Connective Corridor: various transportation enhancements to the City's right of way, facade improvements to properties along the Corridor, and transit investments
	Nancy Cantor Warehouse: transformative renovation of vacant warehouse sparked wave of downtown renaissance
	Near Westside Initiative: leveraging resources of the University to invest in and develop neighborhood
	Syracuse Center of Excellence: construction of world-class research facility to develop and grow businesses working in green and clean technology
	Lerner Center for Public Health Promotion: established to promote healthy lifestyles throughout Syracuse community
	Say Yes to Education: responsible for creating the first local chapter of Say Yes to Education, Inc. that provides free tuition to students of the City of Syracuse to attend the University

	Southside Innovation Center: former carpet showroom is now home to an incubator for small businesses
	Shaw Center for Public and Community Service: providing tutoring, programming and other community engagement services for city schools, nonprofit organizations and public agencies
	Syracuse Student Sandbox: incubator for student entrepreneurs located in downtown Syracuse
	<u>Provided free Teachers Online training certificate program in August/September 2020 for Syracuse City School District teachers</u>
Academic Services	
College of Arts & Sciences	Community Folk Art Center: University-sponsored cultural venue that promotes art and artists of the African Diaspora through community events, programs, and exhibitions.
	La Casita Cultural Center: University-sponsored center located in the Near Westside neighborhood that celebrates Hispanic culture throughout the region
	Point of Contact: downtown Syracuse gallery for contemporary verbal and visual arts in Central New York
	Janklow Arts Leadership Program: supplies interns, advice, and programming to local arts organizations
College of Education	Teacher Education Placements in Syracuse City School District ("SCSD")
	Syracuse Urban Inclusive Teacher Residency
	Next Big Thing: collaboration between SCSD and administrators at College of Education
	4A Arts & Creative Literacies Academy: grant to Dr. Weeks Elementary School

	Taishoff Center OnCampus program: brings SCSD students with intellectual disabilities to the University for inclusive higher education
	Art & Nutrition Curriculum
	Teachers of Color recruitment pipeline plan
	Schools of Promise: supports inclusive schools in the community
	SU Psychological Teaching Lab: diagnoses and develops plans for SCSD students with unique learning disorders
	Professional Development for SCSD teachers and administrators
	Liberty Partnerships Program: NYS-funded program implemented at Danforth, Clary, Roberts, Corcoran, and Fowler schools, encourages staying in school
	Board memberships on CNY Community Foundation and LiteracyCNY, ARC
	Senior engineering projects: students work with NYSDOT and other agencies to solve real-world engineering and transportation problems
	SCSD-targeted programming: educational programs at local science museum
College of Engineering and Computer Science	Board and committee membership at Red House, United Way
	Project ENGAGE: attracting female students to the field of engineering
	Legal externship placement in City's Office of Corporation Counsel
College of Law	Assistance with grant applications for the City Department of Neighborhood Planning and Business Development

	Seat on Advisory Committee of City Police Department
	Bankruptcy Clinic
	Children's Rights & Family Law Clinic
	Community Development Law Clinic
	Criminal Defense Clinic
	Disability Rights Clinic
	Elder Law Clinic
	Low Income Taxpayer Clinic
	Securities Arbitration & Consumer Law Clinic
	Veterans Legal Clinic
Falk College	Designed training modules for the Aging Studies Institute for SCSD Foster Grandparenting Program
	Sport and Human Development Institute: put on UNICEF's Kid Power Program in SCSD
	Marriage and Family Therapy & Center for Couple and Family Therapy: free counseling and clinical visits for children and families
	Neighborhood Trauma due to Violence Project: no-cost therapy for residents of Syracuse gunshot clusters who are experiencing trauma

	Various community placements of University students through courses
	Board membership at Syracuse City Ballet
Maxwell School	<p>Research and grant writing: students and faculty assist the City and local organizations with grant writing and related projects</p> <p>Participation in Mayor's Summit on Municipal Finance</p> <p>Community Geographer: helps the City and local non-profits to make planning and programming decisions through mapping and analysis of social, economic and cultural conditions within the City</p> <p>The Maxwell Program in Citizenship and Civic Engagement</p> <p>Campbell Public Affairs Institute: home to numerous programs including Campbell Conversations interviews on public radio; Campbell Debates; State of Democracy Lecture Series; Tanner Lecture Series</p> <p>Student capstone projects</p> <p>Policy proposals and research study projects</p> <p>Symposia and lectures on current issues open to the public</p> <p>Faculty as board members or advisors to government or not-for-profit corporations</p> <p>Comm. UNITY student agency developed to help non-profits</p> <p>The Newhouse: student advertising club with local restaurants, hotels, and companies as clients</p>
Newhouse School	

	Golding Arts Journalism program: placement of interns at local arts organizations
	Connecting local non-profits with news media to increase news coverage of such entities
	Production of training video for community relations officer in City Police Department
	Sponsor of MIND Labs downtown
	Business analyses and website optimization reports by students
	Journalism and Magazine students work with school groups and community organizations
	Journalism Camp for SCSD students
	Publication of <i>The Stand</i> newspaper for residents of the South Side of the City
	Public relations students work on various campaigns for local orgs and businesses, and visit local schools
	Syracuse Acoustic Blues Festival founded by faculty member
	Faculty work on grant applications for the City
	Students and faculty serve as consultants and planners for various community groups and non-profits
	Startupcuse.com: independent website reporting on innovation, entrepreneurship and startups in and around Syracuse
	Create guest content for Syracuse.com

	Leadership of Syracuse Ad Club, a professional development organization
	Faculty member serves as Chair of CenterState CEO's Government Relations Committee
Whitman School of Management	WISE Women's Business Center (in Technology Garden)
	WISE Symposium (one-day event with large number of community members in attendance)
	D'Aniello Internship program (full-semester paid and for-credit internship)
	Syracuse Entrepreneurship Bootcamp (six Saturday training sessions)
	Partnerships with IVMF on military programming
	Faculty member serves as Director at CenterState CEO
	Entrepreneurship course engagements with specific client deliverables as part of assignments
School of Architecture	UPSTATE: A Center for Design, Research and Real Estate worked with City departments on architecture projects for Connective Corridor and Near Westside Initiative
	Movement on Main: Designing the Healthy Main Street: competition to design healthy neighborhoods for Near Westside Initiative
	Onondaga Creek Waterfront Redevelopment Strategy work with Division of City Planning, including demonstration projects for Onondaga Creek and Onondaga Lake areas
	Ongoing partnerships with SCSD and professional organizations
	Volunteer board membership at local non-profits

University College	Thursday Morning Roundtable: weekly civic forum to learn about and discuss community issues
	Talent & Education Development Center: develop and deliver professional development programs for employers and individuals
	English Language Institute: providing English language courses for academic and business purposes
	Part-time study available for community members
	Onondaga Citizens League: organization open to all citizens that studies issues that affect the community's economic health and quality of life
	Institute for Retired People: provides programming for retired individuals to promote intellectual activity and discovery of new interests
	Bristol-Myers Squibb Science Horizons: week-long science camp for local seventh and eighth grade students
	Shadow Day: brings fifth grade students from Seymour Magnet School to campus for a day where they experience college life first-hand
	Citizens Academy: program that educates citizens of Onondaga County about the organization and operations of local governments
	Women of the University Community: open membership group offering social programs, interest groups, and educational programs about the Syracuse community
	Community Music Division (Sethor School of Music): provides opportunities for Syracuse residents of all musical skill levels to learn about and perform music
	The Alexander N. Charters Library of Resources for Educators of Adults: library dedicated to adult and continuing education
	Service on boards of organizations throughout the City
	Corporate Volunteer Council: collection of businesses, organizations, institutions, and other entities that promote and coordinate volunteerism in Central New York

	<u>Provided 20 spaces for SU Summer College for Syracuse City Schools (2018)</u>
	<u>Provided 25 spaces for SU Summer College for Syracuse City Schools (2021)</u>

EXHIBIT "B"

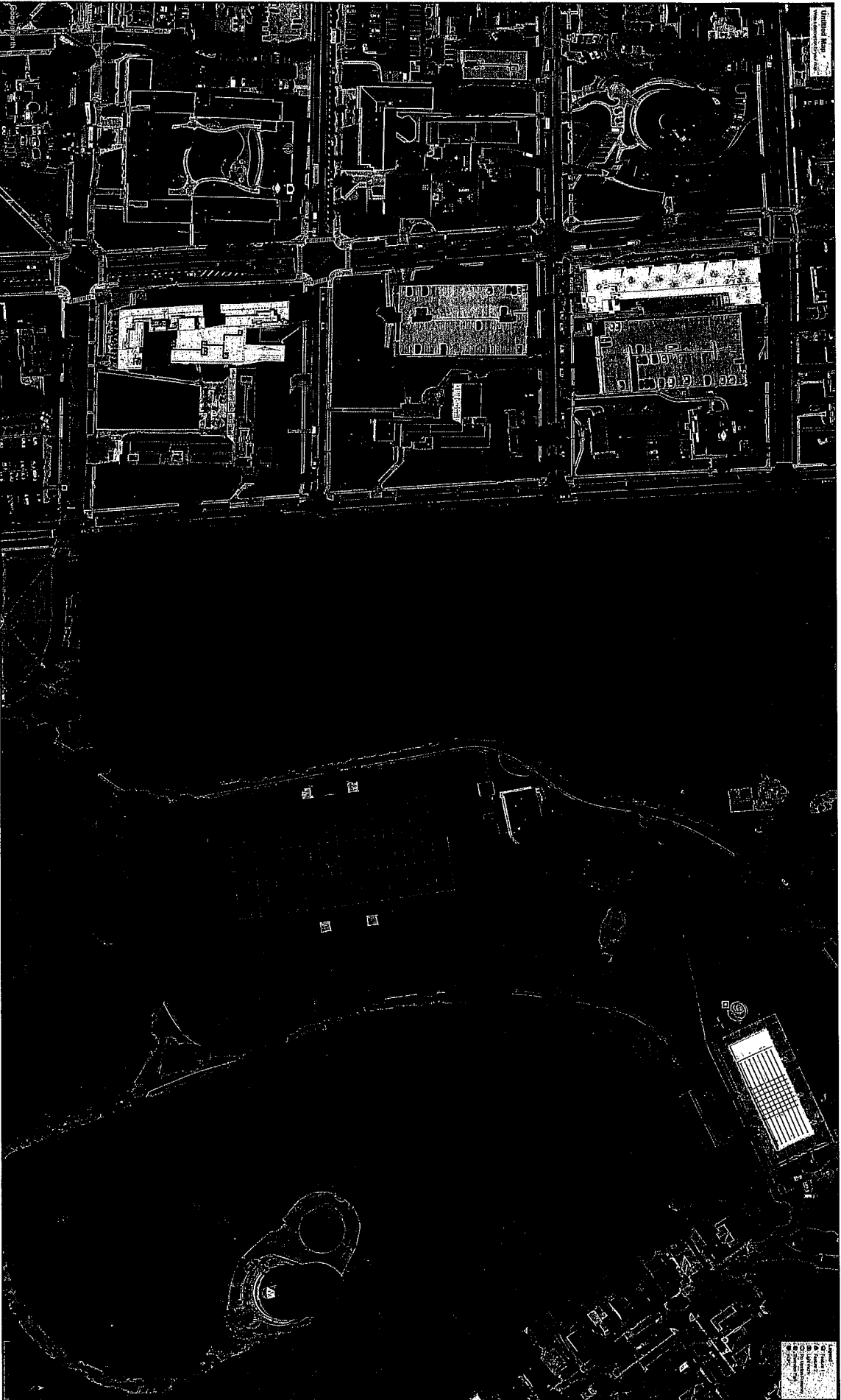
SERVICE PAYMENT SCHEDULE

- 1. \$1,250,000 - due thirty (30) days after execution of the Agreement by both parties**
- 2. \$1,500,000 - due on or before August 31, 2022**
- 3. \$1,750,000 - due on or before August 31, 2023**
- 4. \$2,000,000 - due on or before August 31, 2024**
- 5. \$2,000,000 - due on or before August 31, 2025**

[illegible]

EXHIBIT "D"

DESIGNATED AREA OF THORNDEN PARK





12B131415H

OFFICE OF THE MAYOR

Ben Walsh, Mayor

John P. Copanas
City Clerk
Room 231 City Hall
Syracuse, NY 13202

Re: Legislation Request – Services Agreement with Syracuse University

Dear Mr. Copanas:

Please prepare legislation for the next Common Council agenda authorizing the Mayor to enter into a five year services agreement with Syracuse University.

The agreement will maintain all in-kind services outlined in the agreement that expired on June 30, 2021. In addition the University will agree to maintain a portion of Thornden Park and replace and maintain sidewalks along Ostrum Avenue near the park.

The City will agree to accept current and additional University sidewalk maintenance in lieu of assessing new sidewalk fees; to stripe crosswalks on Ostrum Ave near Thornden Park; to provide assistance and coaching related to the permitting process; to hire an additional code inspector to be assigned to the university area; and to add Schine Student Center and South Campus as training rotations for Police Cadets (pre-Academy CSOs.)

The University will continue to fund the University Neighborhood Service Agreement (UNSAAC) at \$500,000. The University's designee on the UNSAAC allocation committee will become a voting seat and recipients of funding will no longer be able to sit on the allocation committee.

Syracuse University will increase its payments to the City from \$1 million to \$2 million over four years. Revenue received will be deposited into City account 01.425910

Sincerely,

Frank Caliva
Chief Administrative Officer

4



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: September 28, 2021
SUBJECT: Services Agreement with Syracuse University

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Office of the Mayor, I am requesting the City to enter to enter into a five year services agreement with Syracuse University.

The agreement will maintain all in-kind services outlined in the agreement that expired on June 30, 2021. In addition the University will agree to maintain a portion of Thornden Park and replace and maintain sidewalks along Ostrum Avenue near the park.

The City will agree to: accept current and additional University sidewalk maintenance in lieu of assessing new sidewalk fees; to stripe crosswalks on Ostrum Ave near Thornden Park; to provide assistance and coaching related to the permitting process; to hire an additional code inspector to be assigned to the university area; and to add Schine Student Center and South Campus as training rotations for Police Cadets (pre-Academy CSOs.)

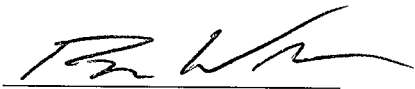
The University will continue to fund the University Neighborhood Service Agreement (UNSAAC) at \$500,000. The University's designee on the UNSAAC allocation committee will become a voting seat and recipients of funding will no longer be able to sit on the allocation committee.

Syracuse University will increase its payments to the City from \$1 million to \$2 million over four years. Revenue received will be deposited into City account 01.425910.

Year 1	FY 22	\$1,250,000
Year 2	FY 23	\$1,500,000
Year 3	FY 24	\$1,750,000
Year 4	FY 25	\$2,000,000
Year 5	FY 26	\$2,000,000

Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

SEP 29 2021

Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov

Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND
THE MANUFACTURER'S ASSOCIATION OF
CENTRAL NEW YORK (MACNY) TO
ADMINISTER A REGISTERED
APPRENTICESHIP PROGRAM FOR
TECHNICAL ROLES WITHIN DIGITAL
SERVICES AND INFORMATION TECHNOLOGY**

WHEREAS, the Bureau of Information Technology has requested that this Common Council authorize an agreement with the Manufacturer's Association of Central New York (MACNY), to administer a Registered Apprenticeship Program for Technical Roles within Digital Services and Information Technology; and

WHEREAS, MACNY is the authorized administrator for the New York State Department of Labor's Registered Apprenticeship Program; and

WHEREAS, this lease agreement shall be for a term of one (1) year effective as of December 20, 2021; and

WHEREAS, the cost to the City for administrator services from MACNY pursuant to this agreement shall not exceed \$10,000; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute an agreement with MACNY under the following terms:

1. MACNY shall administer a Registered Apprenticeship Program for Technical Roles within Digital Services and Information Technology.
2. The term of the Agreement shall be for a one (1) year period effective as of December 20, 2021.
3. The cost for all services to be provided pursuant to this Agreement shall not exceed

\$10,000.

; and

BE IT FURTHER ORDAINED, that said agreement shall be subject to the approval of the Corporation Counsel as to terms, form and content; and

BE IT FURTHER ORDAINED, that all costs associated with the agreement shall be charged to Budget Account #541600.01.16800 or another appropriate account as designated by the Commissioner of Finance.



BUREAU OF INFORMATION TECHNOLOGY

CITY OF SYRACUSE, MAYOR BEN WALSH

Dave Prowak
Director

3 December 2021

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Entering into an agreement with MACNY to administer Registered Apprenticeship program;

Mr. Copanas,

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with The Manufacturers Association of Central New York (MACNY), the authorized administrator for the New York State Department of Labor's Registered Apprenticeship Program.

Entering into this partnership will allow the City to establish registered apprenticeships for technical roles within Digital Services and Information Technology. Entering into this agreement will also enable the City to receive NYS grants and tax credits to supplement apprenticeship education and mentorship on an annual basis

The cost of these services shall not exceed \$10,000 and shall be charged to account number 541600.01.16800. The duration of this agreement is for one year beginning December 20, 2021.

X A handwritten signature of Dave Prowak in black ink, written over a horizontal line.

Dave Prowak
Director of Information Technology

Information Technology
233 E. Washington St.
City Hall, Room 415
Syracuse, N.Y. 13202

Office 315 448 8250
Fax 315 448 8008

www.syr.gov.net

CC: Frank Caliva, Chief Administrative Officer
CC: Timothy Rudd, Budget Director
CC: Kelsey May, Director of Digital Services



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: December 6, 2021
SUBJECT: Agreement – Manufacturers Association of Central New York (MACNY)


On behalf of the Department of Information Technology, I am requesting the City to enter into an agreement with the Manufacturers Association of Central New York (MACNY), the authorized administrator for the New York State Department of Labor's Registered Apprenticeship Program.

Entering into this partnership will allow the City to establish registered apprenticeships for technical roles within Digital Services and Information Technology. Entering into this agreement will also enable the City to receive NYS grants and tax credits to supplement apprenticeship education and mentorship on an annual basis.

The cost of these services shall not exceed \$10,000 and shall be charged to account number 541600.01.16800. The duration of this agreement is for one year beginning December 20, 2021.

Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021
Date

cc: File

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



MACNY Registered Apprenticeship Program Administrative Services and Annual Maintenance

Initial Set-up and Registration on Behalf of Signatory

- Review apprenticeship program, role, and responsibilities of the group sponsor and organization
 - Explain the logistics of registered apprenticeship with respect to available trades, funding opportunities, overall functions, and benefits.
 - Could also include presentations to potential apprentices, organized labor representation, and/or leadership team, as requested
- Manage the initial registration process and registration of all new apprentices added into the program after the initial registration is completed
- Identify funding resources to offset tuition, fees, tools, and/or reimbursement of training wages
- Conduct program orientation and assistance at start-up to ensure a smooth transition
- Assistance with registration of Annual Tax Credits
- Complete NYSDOL affirmative action reporting and all DOL forms and submissions required for program registration
- Provide Blue Book Training for all apprentices, assigned mentors, in-house program managers, supervisors, managers, etc.
- Complementary 1 Year ToolingU subscription; valued at \$950 per apprentice (competency-based online courses focused in manufacturing)
 - Option to build individualized curriculum
 - Assign licensing and registration for apprentices and mentors
- Provide training on ToolingU software for apprentices and mentors, work with mentors and managers on building a customized course library, and determining course passing grade
- Source and register courses (SUNY, BOCES, etc.) that are trade specific to assist with closing the identified skill gaps of the apprentice
- Work with organizations and DOL throughout the process of developing and writing new trades

For more information, please contact Laury Ferguson at lferguson@macny.org or (315) 474-4201 ext. 49



MACNY Registered Apprenticeship Program Administrative Services and Annual Maintenance

Monitoring and Program Maintenance

- Monitor program to ensure successful progression and completion of apprenticeship
 - Onsite program monitoring visits with apprentice, mentors, and program manager
 - Provide training for newly assigned mentors and program managers
 - Review Bluebooks and Related Technical Instructions (RTI) for requirements/gaps
 - Obtain copies of records
 - Determine next steps
 - Aid organization as identified

Note: Frequency of visits (monthly, quarterly, or bi-annually) will be determined by initial registration date, age of the program in-house, number of apprentices and trades registered, or per request of the individual organization. Site visits take place at a minimum of every 6-months.

- Program Exits: Complete and submit documentation to NYSDOL for any apprentice exiting from their program due to job termination, no longer participating in the program, or not actively progressing in program as required by the employer or NYSDOL standards
- Program Completions: Manage the submittal of all required records and documentation to the NYSDOL Apprenticeship Training Representative (ATR) and the Designated Location Education Agency (DLEA) to obtain approval and Journey Worker Certification of Completion
- Continue to monitor and identify resources to minimize out of pocket expense to organization
- Identify trade specific Related Technical Instruction resources: Source classes with approved education providers and assist with registration, billing, and funding allocation
- Maintain, record, and track DOL required program documentation
- Answer questions and provide solutions for organizations and apprentices
- Perform program audits and act as NYSDOL liaison on behalf of the company

For more information, please contact Laury Ferguson at lferguson@macny.org or (315) 474-4201 ext. 49



First launched in 2018, The Empire State Apprenticeship Tax Credit program encourages the expansion of apprenticeship as a work-based learning model. Apprenticeship is a time-honored approach to training skilled workers through a combination of on-the-job training and classroom instruction.

WHAT IS THE EMPIRE STATE APPRENTICESHIP TAX CREDIT (ESATC) PROGRAM?

The ESATC provides eligible employers with tax credits against New York State (NYS) income or franchise tax for registering new qualified apprentices on or after January 1, 2018.

Enhanced credits are available to employers that hire disadvantaged youth as apprentices. Additional credits are available to employers that provide apprentices with the support of a mentor for the entire year. The tax credit is available through 2022.

WHAT EMPLOYERS ARE ELIGIBLE TO APPLY FOR THE ESATC?

Employers are eligible to apply for the ESATC if they are:

- The sponsor of an active or probationary NYS Registered Apprenticeship (RA) program.
- An approved signatory employer to an active or probationary NYS RA program.

If you are not already a NYS RA sponsor or a signatory to a NYS RA program and are interested in becoming one, please contact the NYS Department of Labor: labor.ny.gov/apprenticeship/contactus.shtm.

WHAT APPRENTICESHIP INDUSTRIES AND OCCUPATIONS ARE ELIGIBLE TO APPLY?

The ESATC program is focused on in-demand occupations throughout the state, excluding construction trades. However, RA programs in the construction trades are eligible if the trade will be used for the upkeep and maintenance of a facility owned by the apprentice's employer, such as the plant maintenance trades.

WHO IS A QUALIFIED APPRENTICE?

A qualified apprentice is an individual that:

- Is a registered apprentice in an eligible NYS RA program;
- Has an enrollment date of January 1, 2018, or later; **AND**
- Is employed full-time (a minimum of 35 hours per week) for at least six months during the calendar year.

Apprentices cannot be claimed for the ESATC if they have not completed their RA program within one year of their expected completion date.

The ESATC may not be combined with any other state tax credit for the apprentice.

WHAT ARE THE ESATC TAX CREDIT AMOUNTS?

An eligible employer may be entitled to one of the following tax credits for each year a qualified apprentice participates in the apprenticeship program:

Apprentice Tax Credit:

1st Year Apprentice = \$2,000
2nd Year Apprentice = \$3,000
3rd Year Apprentice = \$4,000
4th Year Apprentice = \$5,000
5th Year Apprentice = \$6,000

Disadvantaged Youth Tax Credit:

1st Year Apprentice = \$5,000
2nd Year Apprentice = \$6,000
3rd Year Apprentice = \$7,000
4th Year Apprentice = \$7,000
5th Year Apprentice = \$7,000

Mentor Tax Credit: An additional tax credit of \$500 for each apprentice who is counseled by a Mentor for the full year.

WHO IS A DISADVANTAGED YOUTH?

Disadvantaged Youth include individuals who are 16-24 years old at the time of enrollment* and fit into one of the following categories:

- Over 18 and no longer in school, without a high school diploma or high school equivalency diploma;
- Veteran;
- Member of a family that receives:
 - Aid from Temporary Assistance for Needy Families (TANF);
 - SNAP benefits (food stamps)
 - Supplemental Security Income (SSI) benefits; or
 - Free or reduced-cost school lunch;
- Referred by a rehabilitation agency approved by the state or an employment network under the Ticket to Work Program;
- Served time in jail/prison;
- On probation or parole;
- Pregnant or a parent;
- Homeless;
- Is now or has been in:
 - foster care; or
 - the custody of the New York State Office of Children and Family Services;
- The child of a parent who is:
 - In jail/prison, or has been in the past two years; or
 - Collecting unemployment insurance;
- Lives in public housing or receives housing assistance, such as a Section 8 voucher; or
- Other risk factor approved by the Commissioner of Labor.

If the disadvantaged youth begins the apprenticeship program prior to age 25, the sponsor or eligible employer will remain eligible for this youth credit until the apprentice completes the RA program.

*Youth ages 16-17 need permission from a parent or guardian to participate in a RA program.

WHO IS CONSIDERED A MENTOR?

Mentors provide instruction, counseling, guidance and support to apprentices on a regular basis throughout the calendar year. A mentor aids the apprentice with wrap-around support services to ensure the apprentice completes the program and stays employed.

HOW DO EMPLOYERS APPLY FOR THE ESATC?

Employers must complete both of the following steps:

Step 1: Submit an Employer Application to determine eligibility. The Employer Application is available online at: labor.ny.gov/apprenticeship-tax-credit/employer-application/.

If the Department of Labor determines the employer is eligible to apply for the ESATC, they will issue a Preliminary Certificate of Tax Credit Eligibility.

Step 2: Submit one Employer Final Report for each apprentice being claimed. The Employer Final Report is available online at: labor.ny.gov/apprenticeship-tax-credit/final-report/.

The Department of Labor will verify that all eligibility requirements have been met for each apprentice being claimed, compute the actual amount of credit allowed, and issue a Final Certificate of Tax Credit.

WHEN ARE APPLICATIONS DUE?

The Department of Labor must receive both the Employer Application and the Employer Final Report(s) by December 31st each year.

QUESTIONS?

For more information about the program or for help with the application, call **877-226-5724** or e-mail ESATC@labor.ny.gov.

Ordinance No.

2021

**ORDINANCE COMPROMISING CLAIM
AGAINST THE CITY OF SYRACUSE**

BE IT ORDAINED, subject to the approval of the Mayor, and pursuant to Section 5-1103(1) of the Charter of the City of Syracuse, as amended, this Common Council hereby approves the compromise and settlement of the following claim:

Verizon New York, Inc. v. the City of Syracuse;

Index No. 009465/2019

Claim involving Water Department for Alleged Damage to Verizon's electrical duct boxes and/or conduit lines located at or near the intersection of South Avenue and West Kennedy Street, Syracuse, New York

Settlement Amount - \$17,500

BE IT FURTHER ORDAINED, that the Corporation Counsel be and hereby is authorized to execute any and all documents necessary to settle the aforementioned matter; and

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the Judgment and Claims Account #599298.05.93000 or another appropriate account as designated by the Commissioner of Finance.



14

DEPARTMENT OF LAW

OFFICE OF THE CORPORATION COUNSEL

CITY OF SYRACUSE, MAYOR BEN WALSH

December 10, 2021

Kristen E. Smith
Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Todd M. Long
Senior Assistant
Corporation Counsel

Catherine E. Carnrike
Meghan E. Ryan
Amanda R. Harrington
John C. Black Jr.
Kathryn M. Ryan
Ramona L. Rabeler
Sarah M. Knickerbocker
Danielle B. Pires
Finney Raju
Patrick R. Blood
Patrick J. Parkinson
Danielle R. Smith
Jody A. Mooney

John Copanas, City Clerk
231 City Hall
Syracuse, New York 13202

Re: **Verizon New York Inc. v. City of Syracuse**
Index No. (009465/2019)

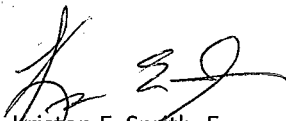
Dear Mr. Copanas:

Please place on the next Common Council agenda, a proposed settlement in connection with the above litigation. This action involved allegations that the City of Syracuse's Water Department damaged Verizon's electrical duct boxes and/or conduit lines on July 30, 2018 at or near the intersection of South Avenue and West Kennedy Street. While the City of Syracuse denies several allegations in the lawsuit, we believe that this settlement is in the best financial interest of the City. To be clear, although this case stems from an incident completely separate to that of 4698/2020, the City negotiated a join settlement with Verizon to resolve both cases. Two separate ordinances are necessary as payment would come from two separate accounts.

The proposed settlement amount is \$17,500.00. The payment will be charged to the Judgment and Claims Account No. #599298.05.93000.

Thank you for your assistance.

Very truly yours,


Kristen E. Smith, Esq.
Corporation Counsel

Department of Law
Office of Corp. Counsel
233 E. Washington St.
City Hall, Room 300
Syracuse, N.Y. 13202

Office 315 448-8400
Fax 315 448-8381
Email law@syr.gov.net

www.syr.gov.net

Ordinance No.

2021

**ORDINANCE COMPROMISING CLAIM
AGAINST THE CITY OF SYRACUSE**

BE IT ORDAINED, subject to the approval of the Mayor, and pursuant to Section 5-1103(1) of the Charter of the City of Syracuse, as amended, this Common Council hereby approves the compromise and settlement of the following claim:

Verizon New York, Inc. v. the City of Syracuse;

Index No. 004698/2020

Claim involving DPW Sewer Division for Alleged Damage to Verizon's electrical duct boxes and/or conduit lines located at or around 1223 Butternut Street, Syracuse, New York

Settlement Amount - \$17,500

BE IT FURTHER ORDAINED, that the Corporation Counsel be and hereby is authorized to execute any and all documents necessary to settle the aforementioned matter; and

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the Judgment and Claims Account #599305.06.93000 or another appropriate account as designated by the Commissioner of Finance.



15

DEPARTMENT OF LAW

OFFICE OF THE CORPORATION COUNSEL

CITY OF SYRACUSE, MAYOR BEN WALSH

December 10, 2021

Kristen E. Smith
Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Todd M. Long
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Kathryn M. Ryan
Ramona L. Rabeler
Sarah M. Knickerbocker
Danielle B. Pires
Finney Raju
Patrick R. Blood
Patrick J. Parkinson
Danielle R. Smith
Jody A. Mooney

John Copanas, City Clerk
231 City Hall
Syracuse, New York 13202

Re: ***Verizon New York Inc. v. City of Syracuse***
Index No. 004698/2020

Dear Mr. Copanas:

Please place on the next Common Council agenda, a proposed settlement in connection with the above litigation. This action involved allegations that the City of Syracuse's Sewer Department damaged Verizon's electrical duct boxes and/or conduit lines on May 1, 2019, at or around 1223 Butternut Street. While the City of Syracuse denies several allegations in the lawsuit, we believe that this settlement is in the best financial interest of the City. To be clear, although this case stems from an incident completely separate to that of 9465/2019, the City negotiated a join settlement with Verizon to resolve both cases. Two separate ordinances are necessary as payment would come from two separate accounts.

The proposed settlement amount is \$17,500.00. The payment will be charged to the Judgment and Claims Account No. #599305.06.93000.

Thank you for your assistance.

Very truly yours,

Kristen E. Smith, Esq.
Corporation Counsel

Department of Law
Office of Corp. Counsel
233 E. Washington St.
City Hall, Room 300
Syracuse, N.Y. 13202

Office 315 448-8400
Fax 315 448-8381
Email law@syr.gov

www.syr.gov

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 813-2018 AUTHORIZING CONTRACT
WITH PMA MANAGEMENT CORPORATION
RELATIVE TO PROVIDING ADMINISTRATION
OF THE WORKERS' COMPENSATION CLAIMS
PROGRAM FOR THE CITY OF SYRACUSE**

BE IT ORDAINED, that Ordinance No. 813-2018 is hereby amended to read as follows:

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has approved the retention of PMA Management Corporation, under the following terms:

(1) PMA Management Corporation (PMAMC) shall provide all required services relative to the administration of the Workers' Compensation Claims Program for the City of Syracuse;

(2) The initial term of the contract is for three (3) years with the option for two (2) additional one (1) year renewal periods subject to the approval of the Mayor and Common Council; the Agreement is hereby extended for the first one (1) year renewal period effective as January 1, 2022 through December 31, 2022; and

(3) The City shall pay to PMA Management Corporation an amount not to exceed \$105,060.00* for all services under the amended agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor be and he hereby is authorized to execute such amended contract on behalf of the City, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all City costs associated with this agreement shall be charged to Account #590401.01.90400 (Workers' Compensation Administrative Services) or another appropriate account as designated by the Commissioner of Finance.

_____ = new material

* previously read \$102,000



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Donna D. Briscoe
Director

December 3, 2021

Mr. John Copanas
City Clerk
231 City Hall
Syracuse, New York

RE: Legislation Amending Ordinance #813-2018 with PMA Management Corporation.

Dear Clerk Copanas:

Please prepare legislation to be introduced at the next Common Council meeting to amend Ordinance #813-2018, with PMA Management Corporation authorizing the option of the first one year renewal from January 1, 2022 to December 31, 2022.

Term of Contract: Three (3) year contract, effective January 1, 2019 to December 31, 2021, with the option of two (2) additional one (1) year renewal periods.

PMA Management Corporation shall provide all required services relative to the administration of the Workers' Compensation Claims Program for the City of Syracuse.

The City of Syracuse's total annual costs are not to exceed \$105,060 for all services under their agreement.

The expenditures for this one year period would be paid from Budget Account No. 590401.01.90400 (Workers' Compensation Administrative Services).

Sincerely,

Donna D. Briscoe
Director of Personnel & Labor Relations

**Office of Personnel &
Labor Relations**
233 E. Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: December 14, 2021
SUBJECT: Amend Agreement- PMA Management Corporation

Julie Castellitto
Assistant Director

The Office of Personnel & Labor Relations is requesting to amend Ordinance #813-2018, with PMA Management Corporation, authorizing the option of the first one year renewal from January 1, 2022 to December 31, 2022.

Term of Contract: Three (3) year contract, effective January 1, 2019 to December 31, 2021, with the option of two (2) additional one (1) year renewal periods.


PMA Management Corporation shall provide all required services relative to the administration of the Worker's Compensation Claims Program for the City of Syracuse.

The City of Syracuse's total annual costs are not to exceed \$105,060 for all services under this agreement.

The expenditures for this one year period would be paid from Budget Account No. 590401.01.90400 (Worker's Compensation Administrative Services).

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 16 2021
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

**AGREEMENT
FOR THIRD PARTY CLAIMS
ADMINISTRATIVE SERVICES**

AGREEMENT effective as of the 1st day of January, 2019 by and between the City of Syracuse, New York a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202 (hereinafter the "City" or "Client") and PMA Management Corp., a corporation duly incorporated under the laws of the State of Pennsylvania, having its principal offices at 380 Sentry Parkway, Blue Bell, Pennsylvania, 19422 and local offices at 5789 Widewaters Parkway, Dewitt, New York 13214 (hereinafter "PMAMC").

WITNESSETH

WHEREAS, the City of Syracuse is duly qualified as a self-insured under the Workers' Compensation Law of the State of New York (hereinafter referred to as the "Law"), and desires to retain PMAMC to provide claims administration, medical management, return-to-work, and all required workers' compensation administration services for its Workers' Compensation program (hereinafter referred to as the "WC Plan"); and

WHEREAS, PMAMC is a duly authorized provider of third party administrator (TPA) services in the State of New York, has submitted its proposal to the City and has the experience, staff and facilities necessary to provide all required workers' compensation administration services desired by the City as more fully described herein; and

WHEREAS, the City has selected PMAMC to provide TPA and other services and desires to enter into an agreement with PMAMC on the terms and conditions set forth herein; and

WHEREAS, the Mayor of the City of Syracuse and the Common Council, by Ordinance No. 813-2018, have duly authorized this Agreement and this Agreement is subject to such authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and PMAMC agree as follows:

ARTICLE 1. Definitions

- a. **"Allocated Loss Adjustment Expenses" (ALAEs):** shall mean any cost or expense incurred by PMAMC in connection with the administration, investigation, adjustment or defense of claims on behalf of the City. ALAEs include but are not limited to: any and all legal fees, court costs and legal expenses; fees and expenses billed by attorneys for legal services; court reporters, fees for service of process; pre and post judgment interest paid; professional photographs; medical records; any and all costs associated with Medicare §111 reporting; the cost to retain experts;

cost containment fees; rehabilitation costs; accident reconstruction; architects; chemists; contractors; engineers, police, fire, coroner, weather or other such reports; extraordinary costs for witness statements; the cost to obtain official documents and transcripts; sub rosa investigations; medical examinations; extraordinary travel made by the Client's request; collection costs payable to third parties on subrogation; or, any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a Qualified Claim; or, the protection of subrogation, contribution, indemnification rights of the Client.

- b. **"Claim Files"**: shall mean the files, either electronic or paper, for all open or closed claims which are provided to PMAMC at the inception of this Agreement and created during this Agreement and which shall be considered the sole property of the Client.
- c. **"Disability Management Coordinator"**: shall mean PMAMC's Registered Nurses who telephonically manage workers' compensation claims.
- d. **"Discretionary Authority Limit"**: shall mean the maximum amount PMAMC is authorized to pay on the City's behalf for any Qualified Claim without first obtaining prior approval from the City.
- e. **"Lost Time Claims"**: shall mean any timely reported workers' compensation accident or claim where the injured employee will likely be entitled to medical benefits and has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits. Claims shall be identified as Lost Time Claims when PMAMC initiates investigation of any kind to resolve issues regarding compensability without regard to:
 - (1) whether or not the injured worker has actually lost time from work or
 - (2) whether the claim is ultimately approved or denied. Lost Time Claims shall also include a claim previously classified as a Medical Only Claim which required PMAMC to perform additional claim handling services of any nature.
- f. **"Medical Case Managers"**: shall mean PMAMC's Registered Nurses who provide on-site case management services in connection with workers' compensation claims.
- g. **"Medical Only Claims"**: shall mean any reported workers' compensation accident or claim involving an injured worker who is or may be entitled to medical benefits but is not likely to lose time from work or submit a claim for indemnity benefits.
- h. **"Qualified Claim"**: shall mean any claim, loss, monetary demand, or suit occurring within the term of this Agreement and every Takeover Claim set forth in Section 401 below.
- i. **"Record Only Claims"**: shall mean a claim which is specifically reported to PMAMC by the Client as Record Only and not otherwise classified by PMAMC as Lost Time or Medical Only. Record Only Claim only obligates PMAMC to memorialize a notice of an occurrence or incident.

- j. **"Takeover Claims"**: shall mean any open claim which has been: (1) administered by the Client or the Client's third party administrator prior to the inception of this Agreement; and, (2) subsequently transferred to PMAMC for servicing on or after the inception of Agreement. Closed Lost Time Claims with accident dates prior to the date set forth in Section 2 and are subsequently reopened during the term of this Agreement requiring services provided herein will be considered a Takeover Claim for billing purposes. Closed Medical Only Claims with accident dates prior to the date set forth in Section 2 which are subsequently reopened during the term of this Agreement requiring services provided herein will be considered a Takeover Claim for billing purposes.

ARTICLE 2. Term of the Agreement and Compensation for Services

Section 201. This Agreement shall be for a three (3) year term with the option of two (2) additional one (1) year renewal periods. The initial term of this Agreement shall be effective as of January 1, 2019 and shall expire as of December 31, 2021. This Agreement shall remain in full force and effect unless otherwise amended or terminated. For the avoidance of doubt each of these years shall be identified herein as the **first (1st) year, second (2nd) year and third (3rd) year**, respectively of this Agreement.

Section 202. The City shall have the option of two additional one (1) year renewal periods subject to the approval of the Mayor and Common Council, pursuant to the Fee proposal submitted by PMAMC the total cost not to exceed for the renewal period shall include a price increase of 3% over the flat fee in effect for the year immediately preceding the option year being exercised, and upon providing PMAMC with reasonable advance notice that the City wishes to extend the Agreement

- If exercised, the first one (1) year renewal period shall commence January 1, 2022 and end December 31, 2022, unless otherwise amended or terminated. For the avoidance of doubt, this year shall be identified as the **fourth (4th) year** of the Agreement.
- If exercised, the second one (1) year renewal period, approval of which shall be obtained in the same manner as the first one (1) year renewal period, shall commence January 1, 2023 and end December 31, 2023, unless otherwise amended or terminated. For the avoidance of doubt, this year shall be identified as the **fifth (5th) year** of the Agreement.

Section 203. The authorization fixed by the Mayor and Common Council for the **first (1st), second (2nd), and third (3rd)** years of this Agreement is an amount not to exceed \$102,000.00 per year for all services under this Agreement and for additional services at the option of the City in accordance with PMAMC's approved rate schedule attached hereto as Appendix "A". The City shall have the option to utilize PMAMC's Telephonic/On-Site Case Management at a rate of \$98.00 per hour and will require access for seven (7) additional users of the PMACINCH, online risk

management information system at a one-time cost of \$500.00 per additional user. The City also recognizes possible Section 111 charges as set forth in Section 1003 of this Agreement.

ARTICLE 3. PMAMC Services

Section 301. PMAMC shall perform all services set forth in its response to the City's RFP and the services set forth herein. PMAMC's listing of services in its response to the City's RFP shall not diminish, alter, or change the services required by this Agreement. In the event of a conflict or ambiguity, the provisions of this Agreement shall control. All services shall conform to the requirements set forth in the City's RFP and PMAMC's response to the City's RFP, incorporated herein by reference.

Section 302. PMAMC shall perform all services required to process the payment of medical benefits pursuant to General Municipal Law § 207-a for the City's Fire Department.

Section 303. PMAMC shall perform the services set forth above and agrees to properly manage and administer the WC Plan, the City's no-fault claims, payment of GML § 207-a medical benefits in accordance with the City's stated purposes and in compliance with the law and applicable rules and regulations there under. The settlement of all claims shall require the written approval of the City's Law Department and Risk Manager after prior consultation with the City's Budget Director.

Section 304. PMAMC and its subconsultants must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials are to be available for inspection by City authorized representatives and copies thereof must be furnished if requested. PMAMC and its subconsultants shall provide the City with management reports when requested and in a plain language form that is satisfactory to the City.

ARTICLE 4. TPA Services

Section 401. PMAMC shall provide customary and appropriate workers' compensation claims handling services for all **Qualified Claims**, including up to 225 Lost Time and 25 Medical Only **Takeover Claims**. Such services include but are not limited to: the investigation of each **Qualified** and/or **Takeover Claim** or to the extent deemed necessary by PMAMC or according to claims handling guidelines provided by the City; adjusting, settling or litigating all **Qualified** and/or **Takeover Claims** subject to the **Discretionary Authority Limit** or with the City's approval if outside the **Discretionary Authority Limit**; investigation and pursuit of subrogation on behalf of the City; setting appropriate claim reserves; and, necessary and customary administrative tasks. Specifically with regards to:

- i. **Lost Time Claims**, PMAMC will provide the services required to make a determination regarding compensation compensability, pay the appropriate level of indemnity benefits, and attempt to achieve a return to full duty for the affected employee.

- ii. **Medical Only Claims**, PMAMC services will be limited to recording the claim and associated data and payment of medical bills and expenses as provided in this Agreement.

Section 402. In the event that the City provides hard-copy files to PMAMC at the inception of the Agreement for data conversion, PMAMC shall return such files to the City within one (1) year of receipt in paper or electronic format, at PMAMC's election.

Section 403. PMAMC shall administer the **Qualified Claims** for the payment set forth in Article 12 of this Agreement from the date of first report of injury or first notice of claim for the term of this Agreement. Fees for the administration of claims beyond such period shall be negotiated by the Parties.

Section 404. PMAMC shall file all forms required to be filed in the adjustment of workers' compensation claims pursuant to the applicable workers' compensation statutory and regulatory scheme.

Section 405. PMAMC shall prepare and issue medical or indemnity payments to the City's injured employees. PMAMC agrees to review with and seek approval from the City with respect to a recommended course of action regarding a **Qualified or Takeover Claim** valued in excess of the **Discretionary Authority Limit**.

Article 5. Excess Reporting Services

Section 501. PMAMC will report to the City's excess insurance carrier or carriers ("Carrier(s)") all Qualified or Takeover Claims administered by PMAMC which meet The City's excess insurance reporting requirements, subject to the following requirements:

- i. The City shall promptly deliver to PMAMC copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed upon between the City and Carrier(s) as they arise.
- ii. The City shall direct Carrier(s) to provide PMAMC with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to The City.
- iii. The City shall provide data for conversion to PMAMC's computer system for purposes of determining historical loss information.
- iv. The City shall instruct its attorneys to advise PMAMC when in the attorney's professional opinion one of the City's claims meets those thresholds.

Section 502. The City's failure to supply the information set forth above shall relieve PMAMC of liability for the timely reporting of excess claims to The City's Carrier(s). PMAMC shall not be liable for reporting any **Qualified** or **Takeover Claims** not administered by PMAMC, nor for claims not timely filed by the City's prior TPA.

Section 503. If requested by the City, PMAMC shall provide the City with a cumulative listing of all claims which have been reported by PMAMC to Carrier(s). Within ninety (90) days of its receipt of said listing, the City shall notify PMAMC of any claims which the City knew or should have known met the reporting thresholds and which are not included on the listing. The City's failure to so notify PMAMC shall relieve PMAMC of its obligation to report such claims to Carrier(s).

ARTICLE 6. Managed Care Services

Section 601. PMAMC may provide medical case managers and disability management coordinators for the management of certain workers' compensation claims, as requested by the City. Medical case managers and disability management coordinators, in conjunction with PMAMC claims professionals, will provide the following services, including but not limited to: monitor the treatment programs recommended for each claimant by the relevant health care providers; coordinate necessary services; recommend utilization review; review pertinent medical reports; perform all investigative activities as may be appropriate.

Section 602. PMAMC shall provide Cost Containment Programs to review medical bills and bills for other services performed in connection with each **Qualified** or **Takeover Claim**, for appropriateness, relatedness to the injury or accident, unbundling, and for conformity to any applicable fee schedule or usual and customary repricing (UCR).

- i. PMAMC shall provide access to its preferred provider network (PPN) vendor for health care services which may include hospitals, physicians, and ancillary care providers from which the City and its employees may obtain medical services. In addition, PMAMC shall provide the City access to its Out of Network (OON) vendor.
- ii. PMAMC shall provide the City access to its pharmacy benefit management program. The pharmacy benefit management program provides prescription drugs and durable medical equipment at discounted prices.

Section 603. When deemed appropriate by PMAMC, third party vendors may be retained by PMAMC for the purpose of directly or indirectly providing managed care services or any services as may become necessary for PMAMC to provide such managed care services.

Section 604. The City agrees to use PMAMC's healthcare provider networks.

ARTICLE 7. Risk Control Services

Section 701. At the City's request, PMAMC shall perform a risk management assessment through interviews, review of records and on-site inspections, to assess operational, administrative,

behavioral and managerial systems as they relate to accident prevention and loss control. The results will be provided to the City.

Section 702. At the City's request, PMAMC will prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans based on PMAMC's initial risk management assessment.

Section 703. At the City's request, PMAMC will provide any or all of the following risk control services:

- i. Industrial Hygiene Assessment (additional fees and expenses may apply): including identification of dangerous occupational exposures to noise, chemicals, air contaminants, heat stress, and other environmental hazards.
- ii. Ergonomic Risk Assessment: including evaluations for cumulative trauma disorders for an entire operation or selected tasks, jobs, workstations or worksites.
- iii. Risk Control Program Consultation Services including the following
 1. Strategic Risk Control Plan Facilitation
 2. Management Development Programs
 3. Supervisor Development Programs
 4. Employee Development Programs
 5. Employee Communication Initiatives
 6. Occupational Health Services Programs

Section 704. Any risk control services provided are to assist the City in reducing its exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMAMC's visits. **THE SERVICES PERFORMED HEREUNDER BY PMAMC SHALL NOT BE CONSTRUED AS APPROVAL BY PMAMC OF THE CITY'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION BY PMAMC. THE PARTIES AGREE THAT WHILE PMAMC WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARD, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMAMC THAT IT HAS DISCOVERED ALL OF THE CITY'S PAST, CURRENT OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMAMC IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF THE CITY'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND ANY LIABILITY OF PMAMC, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FOR ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMAMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

ARTICLE 8. Risk Management Information System (RMIS)

Section 801. PMAMC will provide the following RMIS services:

- i. Conversion of the City's existing claims data.
- ii. Access to PMAMC's RMIS for up to ten (10) users; *provided*, the City agrees to the terms and conditions of the License Agreement, applicable when first accessing PMAMC's RMIS.
- iii. Standard Reports available through PMAMC's RMIS.
- iv. Customized reporting reasonably acceptable to PMAMC, subject to the terms, conditions and fees as may be stated herein. PMAMC will provide a reasonable estimate of the costs of preparation of any such reports to the City in advance.
- v. Web imaging.
- vi. OSHA log services.

Section 802. Warranty and Limitation of Liability for PMAMC's RMIS:

- i. PMAMC warrants any RMIS furnished against malfunctions, errors or loss of data which are due solely to errors on its part. If the City notifies PMAMC in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then :
 - a. In the event of a malfunction, error or loss of data, upon notice to the City within twenty (20) days of the malfunction, PMAMC will, without an additional fee, recreate the reports designated by the City, using data as of the recreation date.
 - b. The maximum and only liability of PMAMC for such malfunction, error or loss of data shall be its obligation to reprocess reports or regenerate data as described above.

Section 803. **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA SUPPLIED TO THE CITY BY PMAMC. IN NO EVENT SHALL PMAMC BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OR RESULTING FROM THE FURNISHING,**

PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE PROVIDED TO THE CITY HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMAMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

Section 804. Obligations of the City regarding use of PMAMC's RMIS:

- i. The City shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in the RMIS. The City agrees to use all available security features and to notify PMAMC promptly of all potential and actual breaches of the security system.
- ii. The City agrees that no information recorded in PMAMC's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

Section 805. General Provisions regarding PMAMC'S RMIS:

- i. PMAMC will remove the City's password from the list of authorized users promptly upon termination or expiration of the Agreement.
- ii. The City agrees to limit access to PMAMC's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords to hardware and communications, except that this provision is not intended to limit the City from generating and using reports and statistics for legitimate business purposes.

ARTICLE 9. Legal Services

Section 901. In the event a claim managed by PMAMC pursuant to this Agreement: (i) enters into litigation; or (ii) is scheduled for a workers' compensation hearing; or (iii) involves a potential third-party (subrogation) claim, PMAMC will:

- a. Make recommendations to the City regarding limitations of claims handled under this Agreement.
- b. Assist the City in the retention and appointment of counsel selected by the City to represent the City in and regarding such legal matters, and assist the City in the selection of expert witnesses and vendors.
- c. At direction of the City and/or its authorized counsel, pursue all appropriate subrogation / contribution claims on behalf of the City.

Section 902. In the event a claim managed by PMAMC pursuant to this Agreement enters into litigation or is a potential third-party subrogation/contribution claim, PMAMC will assist outside legal counsel selected or approved by the City to handle such legal matters. If the City so desires,

PMAMC will manage such claims litigation in accordance with its Defense Counsel Guidelines. PMAMC will make settlement recommendations to the City, but the final decision regarding the disposition of any claim, suit or proceeding will be made solely by the City.

ARTICLE 10. Section 111 Reporting

Section 1001. Client understands and acknowledges that it is a Responsible Reporting Entity (RRE) as defined by the Centers for Medicare and Medicaid Services (CMS), and primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

Section 1002. Client authorizes and PMAMC agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's non-**Record Only** claims being administered pursuant to the Agreement. This reporting shall be limited to new **Qualified Claims** and all **Takeover Claims** which are open or opened by PMAMC during the Agreement. Client further agrees to fully cooperate with PMAMC, including the execution of any documents necessary for such authorization.

- i. PMAMC shall not provide any Section 111 reporting services for Client's **Record Only** claims.
- ii. PMAMC shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMAMC but were never opened or handled by PMAMC.

Section 1003. PMAMC shall charge and Client shall pay a fee of \$6.00 per claim for any claim PMAMC needs to query pursuant to the Agreement.

Section 1004. Client acknowledges and agrees to provide PMAMC with complete, accurate, and timely data for Section 111 reporting purposes.

Section 1005. Conditioned on the aforementioned, PMAMC shall commence reporting of Client's data as directed by CMS, and shall continue for as long as PMAMC is contractually obligated to administer Client's claims.

Section 1006. Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. PMAMC shall not indemnify, and specifically disclaims liability for any failure of: (1) Client to register as a RRE; (2) Client to execute any documents necessary to authorize PMAMC as its Account Manager/Reporting Agent; or (3) Client or its prior TPA to report Client's claims when they were first required to do so.

ARTICLE 11. Funding of Claims and Expenses

Section 1101. PMAMC will maintain a non-interest bearing checking account in PMAMC's name ("Claim and Expense Payment Account") with PMAMC's bank, which is to be funded by Client but which PMAMC will administer for the purposes of paying **Qualified** or **Takeover Claims** and **ALAEs**, in accordance with the procedures set forth in this Section. PMAMC will provide Client with

a monthly Payment Register outlining all claims payments, **ALAEs**, and correction items funded by PMAMC. The Payment Register will contain the name of the payee, date of payment, amount of payment, and claim number for all funding transactions occurring during the prior month.

Section 1102. PMAMC, through its bank, shall send an electronic notification to Client on a weekly basis which shall indicate the total amount of claim payments and **ALAEs** made by PMAMC on behalf of Client. Upon receipt of said notification, Client shall direct that a transfer in a corresponding amount be made from Client's account at Client's bank through the Automated Clearing House System to the Claim and Expense Account ("ACH Credit"). The Claim and Expense Payment Account will continue to be funded by Client in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000), which shall be equal to two (2) weeks estimated claims payments and Allocated Loss Adjustment Expenses, and which may be revised at PMAMC's discretion based upon actual claims and expense payment history. If the escrow balance is depleted by seventy-five percent (75%) of the escrow balance, PMAMC shall notify Client in writing of such deficiency, and upon receipt of said notice, the City shall direct that a transfer be made in an amount sufficient to replenish the balance within one (1) business day.

Section 1103. Should Client fail at any time to maintain adequate funding after receiving notification from PMAMC, then PMAMC may suspend all contractual obligations under this Agreement until such funding has been retained and payment of any related PMAMC bank charges, fees, or penalties have been paid by Client.

Section 1104. In no instance will any payment of claims or expenses be made by PMAMC on behalf of Client, including but not limited to **ALAEs**, unless the required funds are made available by Client to PMAMC to do so. Should PMAMC advance funding on the part of Client, then Client shall immediately reimburse PMAMC or PMAMC may suspend all contractual obligations under this Agreement until full reimbursement has been received as well as any related PMAMC bank charges, fees, or penalties have been paid by Client.

Section 1105. This Section of the Agreement shall survive the termination of the Agreement.

ARTICLE 12. Payment of Claims Services Fees

Section 1201. For claims handling services to be rendered during the **first (1st) year** of this Agreement, Client agrees to pay PMAMC an Annual Flat Fee of One Hundred and Two Thousand Dollars (\$102,000), to be paid in four (4) equal quarterly installments of Twenty-Four Thousand Seven Hundred Fifty Dollars (\$25,500). Client further agrees to pay the initial installment at the inception of the **first (1st) year** of this Agreement and subsequent installments quarterly thereafter.

Section 1202. For claims handling services to be rendered during the **second (2nd) year** of this Agreement, Client agrees to pay PMAMC an Annual Flat Fee of One Hundred and Two Thousand Dollars (\$102,000), to be paid in four (4) equal quarterly installments of Twenty-Four Thousand Seven Hundred Fifty Dollars (\$25,500). Client further agrees to pay the initial installment at the inception of the **second (2nd) year** of this Agreement and subsequent installments quarterly thereafter.

Section 1203. For claims handling services to be rendered during the **third (3rd) year** of this Agreement, Client agrees to pay PMAMC an Annual Flat Fee of One Hundred and Two Thousand Dollars (\$102,000), to be paid in four (4) equal quarterly installments of Twenty-Four Thousand Seven Hundred Fifty Dollars (\$25,500). Client further agrees to pay the initial installment at the inception of the **third (3rd) year** of this Agreement and subsequent installments quarterly thereafter.

Section 1204. The compensation to be provided PMAMC for providing the services hereunder shall not exceed the authorization established by the Mayor and Common Council of the City in its ordinance authorizing this Agreement and such authorization shall be in full payment and satisfaction for the rendering of PMAMC's services hereunder.

Section 1205. If during the term of this Agreement any individual occurrence results in more than ten (10) claimants as determined by PMAMC, then the following additional claim handling fees above and beyond the Annual Flat Fee shall apply, commencing with the eleventh (11th) claim and every claim thereafter for that aforementioned individual occurrence:

- i. Seven Hundred Fifty Dollars (\$750) for each Lost Time Claim;
- ii. One Hundred Ten Dollars (\$110) for each Medical Only Claim;

Section 1206. PMAMC will bill Client for claims handling services to be rendered on a quarterly basis, along with any annual fees (hereinafter identified) which shall be paid in full at inception. Client will pay such bills within thirty (30) days after receipt. If bills are not paid within thirty (30) days after receipt, commencing at that time, PMAMC reserves the right to charge Client monthly interest of two percent (2%) above prime on all overdue payments, as well as to suspend all contractual obligations under this Agreement until such bills and interest have been paid in full.

ARTICLE 13. Managed Care Fees

Section 1301. Upon request, PMAMC shall provide Client use of medical case management services, which shall be billed to Client at a rate of Ninety-Five Dollars (\$98.00) per hour for onsite case management.

Section 1302. Upon request, PMAMC shall provide Client use of disability management coordinator services, which shall be billed to Client at a rate of Ninety-Five Dollars (\$98.00) per hour for telephonic case management.

Section 1303. For medical bill review and repricing services, Client shall pay a fee twenty-two percent (22%) of the total savings resulting from use of PMAMC's Cost Containment Programs.

ARTICLE 14. Risk Control Service Fee

Section 1401. During each year of the Agreement PMAMC shall provide Client with up to thirty-seven and one half (37.5) hours of non-refundable, non-transferrable risk control hours.

Section 1402. Above the aforementioned, upon Client's request PMAMC shall provide

additional risk control services at a rate not to exceed One Hundred Thirty-Five Dollars (\$135.00) per hour.

ARTICLE 15. Indemnification, Hold Harmless and Limitation of Liability

Section 1501. The City will indemnify, defend and hold harmless PMAMC, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of the City, its officers, directors, employees or agents, to the extent permitted by law.

Section 1502. PMAMC will indemnify, defend and hold harmless the City, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of PMAMC, its officers, directors, employees or agents, to the extent permitted by law, however the parties agree that PMAMC, its directors, officers, agents or employees, will not be liable to the City or any third party for claims arising from PMAMC's performance under this Agreement in those cases where PMAMC acted at the request of or with the consent of the City.

Section 1503. The City agrees that it will not hold PMAMC liable for, or reduce the compensation of PMAMC with respect to, any failure of PMAMC to deliver any services resulting from any failure of cooperation on the part of Client or the prior administrator, or from any files for takeover claims which have not been properly maintained or are not delivered to PMAMC in good order.

Section 1504. Notwithstanding any other limiting language found in this Agreement, PMAMC's exclusive and complete liability to Client for services provided pursuant to this Agreement in contract, tort, or otherwise, shall not exceed the amount of claim handling fees billed and collected by PMAMC for the preceding twelve (12) months commencing when Client first notifies PMAMC of any potential claim.

Section 1505. This Section of the Agreement shall survive the termination of the Agreement.

ARTICLE 16. Nature of Relationship

Section 1601. PMAMC agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMAMC, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.

Section 1602. PMAMC shall be entitled to retain third party vendors to provide any or all services herein when deemed appropriate by PMAMC, however notice must be provided to the City of such retention of third party vendors prior to hiring as the City requires additional approvals for this to be enforceable.

ARTICLE 17. Termination

Section 1701. This Agreement will be terminable upon ninety (90) days advance written notice by either party with or without cause.

Section 1702. This Agreement will terminate immediately upon the happening of any of the following events:

- i. Mutual agreement of the parties; or,
- ii. Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite funding levels as required herein and PMAMC has given Client prior written notice of such default five (5) days prior to the date set for termination; or,
- iii. Either party defaults (other than a monetary default) under any of the terms, covenants and conditions hereunder and the non-defaulting party has given the defaulting party prior written notice of such default twenty (20) days prior to the date set for termination and the defaulting party has failed to cure such default prior to the termination date; or,
- iv. Either party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold out by Sheriff's sale; or,
- v. PMAMC fails to obtain any required state or federal licensing for providing services hereunder; or,
- vi. Any state regulatory entity which fails to approve or subsequently disapproves or revokes the self-insurer status of Client.

Section 1703. In the event that this Agreement is terminated by PMAMC due to any Client default, or terminated by either party in accordance with this Agreement, PMAMC shall be entitled to return the **Claim Files** to Client in electronic form, and PMAMC shall have no further obligations hereunder with respect to such claims. Client shall be responsible for payment of all fees incurred by PMAMC up to and including the date of termination. Nothing in this section is intended to limit any other remedy which may be available to PMAMC.

Section 1704. Upon termination of this Agreement for any reason other than Client default, and, if no open claims remain, PMAMC will provide a final accounting of any amounts due either party. Upon final closing of the account, PMAMC shall return the **Claim Files** to Client in electronic form.

Section 1705. Client and PMAMC acknowledge that certain approved medical or indemnity payments may still be in process upon the date of termination. Therefore, Client agrees that, Client will remain responsible for payment of any legitimate indemnity or expense payments which may be processed by PMAMC for a **Qualified or Takeover Claim**. In addition, PMAMC shall return to Client any outstanding checks remaining unpaid after termination. PMAMC shall not be

responsible for Client's escheat obligations with regard to issued but unpresented checks either before or after the termination of this Agreement.

ARTICLE 18. Confidentiality

Section 1801. The parties acknowledge and agree that any and all information emanating from either party's business in any form, including compilations of otherwise public information, is confidential and proprietary in nature. Each party will use its best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information provided by PMAMC's RMIS or otherwise in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:

- i. compelled by an order of a court of competent jurisdiction;
- ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;
- iii. mandated by applicable court discovery rules in the opinion of the claim professional responsible for the adjustment of the claim or defense counsel, if any.

Section 1802. Any information sought to be produced will be prescreened by PMAMC in consultation with Client, provided such discovery requests comply with applicable rules of court governing discovery in litigation.

Section 1803. If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.

Section 1804. Each party agrees that the information contained within PMAMC's RMIS must be treated in a confidential manner by all users who may gain authorized access to the RMIS. In the event of a third party suit alleging defamation, false light, or other invasion of privacy tort, violation of civil rights, violation of federal or state medical privacy statutes, or violation of fair employment practice laws, arising from either party's use of PMAMC's RMIS under this Agreement, the liable party agrees to indemnify and hold harmless the other party for all sums due under the terms of a judgment or reasonable settlement, including interest and attorneys' fees, upon a final judgment or mutual agreement that one of the parties hereto is liable as charged in such allegations.

Section 1805. This Section of the Agreement shall survive the termination of the Agreement.

ARTICLE 19. Notices

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by express mail and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:

Donna Briscoe, Assistant Director of Personnel
City of Syracuse
Room 312 City Hall
233 East Washington Street
Syracuse, New York 13202

David DelVecchio, Commissioner of Finance
City of Syracuse
Room 128 City Hall
233 East Washington Street
Syracuse, New York 13202

For PMAMC:

Frank X. Altieri, President
PMA Management Corp.
380 Sentry Parkway
PO Box 3031
Blue Bell, Pennsylvania 19422-0754

Charles Bolesh, CPCU, ARM-P, AIC, AIS
Senior Account Executive
PMA Management Corp
5789 Widewaters Parkway
DeWitt, New York 13214

ARTICLE 20. Non-Hire of Other's Employees

Each party to this Agreement agrees not to solicit or hire for employment, either as an employee or an independent contractor, employees or former employees of the other party or of an affiliate of the other party during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either party breaches the terms of this section, the breaching party shall pay the other party an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

ARTICLE 21. Assignment

This Agreement will be binding upon the parties, their successors and assigns subject to the necessary approvals by the Mayor and the Common Council of the City of Syracuse. If an assignment of the contract is proposed PMAMC shall provide the City with sufficient notice to obtain the necessary approvals.

ARTICLE 22. Cooperation

Section 2201. Client and its agent, representatives and employees will promptly report to PMAMC all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMAMC, including but not limited to excess policies, which are necessary to provide the services hereunder.

Section 2202. Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular claim. Upon prior notice from Client, all **Claim Files** will be open to Client's inspection at reasonable times, at the office of PMAMC. PMAMC will provide copies of individual claims files to Client or Client's designated representative within five (5) business days of a request by Client. Client agrees to pay PMAMC its costs to provide copies of individual **Claim Files**.

Section 2203. This Section of the Agreement shall survive the termination of the Agreement.

ARTICLE 23. Warranties and Representations

Section 2301. By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

Section 2302. By affixing its authorized signature below, PMAMC warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

ARTICLE 24. Modification

Section 2401. PMAMC may seek to modify fees if:

(i) PMAMC's fees and charges were based upon historically inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims as originally contemplated at the inception of the Agreement; or

(ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMAMC's services or responsibilities.

Section 2402. Upon the occurrence of either of the events listed in section 2401 above, PMAMC may request an increase in current fees, which increase must be agreed to in writing by PMAMC and Client in order to become effective. The writing must be accompanied by an Ordinance approved by the Mayor and the Common Council of the City of Syracuse. If the parties are unable to reach an agreement with regard to the fee increase, then either party may terminate this Agreement with sixty (60) days written notice to the other party. PMAMC will continue to provide services for the sixty (60) day notice period, after which PMAMC may return files to Client and submit a final billing to Client.

ARTICLE 25. Miscellaneous

Section 2501. Governing Law

This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law including but not limited to the Charter of the City of Syracuse.

Section 2502. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all authorized parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

Section 2503. No Waiver

No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.

Section 2504. Severability

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

Section 2505. Counterparts

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

Section 2506. Captions

The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.

Section 2507. Ambiguities

The parties agree that the terms and language of this Agreement are the result of detailed negotiations by, between and among the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.

Section 2508. Calculation of Time

All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.

Section 2509. Modification

This Agreement will not be modified except as mutually agreed in a writing signed by both parties.

Section 2510. Errors and Omissions Insurance

PMAMC shall secure, at its expense, an errors and omissions insurance policy in the minimum amount of \$1,000,000.00 covering PMAMC, and the City as an additional insured, in connection with its management and administration of the WC Plan, and the processing of the City's no-fault claims, GML § 207-a and § 207-c medical benefits. PMAMC shall provide the City with a certificate of such insurance. The certificate shall be sent to the Division of Purchase, Attention: Stacy Jennis, Room 213, City Hall, Syracuse, New York 13202. Clerical errors or normal variations in administering the various matters covered by this Agreement are recognized as possible. When such errors or variations are made and discovered, the City and PMAMC shall

work together in correcting, adjusting or otherwise making them right to the extent such is both possible and recoverable.

Section 2511. Insurance

PMAMC shall secure, at its expense, a general liability insurance policy with contractual liability coverage and a professional liability insurance policy. The insurance policies shall be in the minimum amount of \$1,000,000 per occurrence and \$1,000,000.00 as the aggregate limit of liability. The policies shall be in effect from the day on which services commence until final acceptance by the City of all work on the Project and for a period of three (3) years thereafter with the limits noted above. The City shall be named as an additional insured on the Consultant's general liability policy, and provide the City with the declaration page and/or endorsement confirming the City's additional insured status and PMAMC shall provide the City thirty (30) days prior written notice of cancellation by certified mail to the City Division of Purchase. The certificates and notices shall be sent to Sarah Eaton, Contract Clerk, Division of Purchase, Room 213, City Hall, 233 East Washington Street, Syracuse, New York 13202.

Section 2512. Bankruptcy

In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against PMAMC of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of PMAMC.

Section 2513. Stipulation

PMAMC stipulates that no member of the Common Council of the City of Syracuse, or any other City officer or employee forbidden by law, is interested in or will derive income from or is a party to this Agreement.

Section 2514. Non-Discrimination

PMAMC hereby agrees not to discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sexual orientation, disability, or Vietnam-era veteran status.

Section 2515. Laws

PMAMC, and its agents and employees, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Agreement.

Section 2516. Examination and Maintenance of Records

The City or its designated representative shall have the right to examine any of the books and records of PMAMC related to its management and administration of the WC Plan, and the processing of the City's no-fault claims, GML § 207-a and § 207-c medical benefits and payments there under, provided such examination is subject to such reasonable restrictions as PMAMC shall impose to protect the confidentiality of medical information concerning participants and claimants covered by this Agreement. Any examination of such books and records shall be conducted at the offices of PMAMC during normal business hours and at the sole expense of the City.

PMAMC shall retain all of the City's closed files according to PMAMC's retention schedule. Files will be given retention dates of at least eighteen (18) years from the date of closing. All files will be returned to the City, or destroyed with the written permission of the City, once retention dates have been reached.

Section 2517. Third-Party Beneficiaries

The services to be provided by PMAMC under this Agreement are for the sole benefit of the City and neither this Agreement nor any service rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any right, claim, or cause of action of any other party as a third-party beneficiary or otherwise, and PMAMC agrees to defend, indemnify, and save harmless the City against any claims or causes of action by such third parties caused by the negligence of PMAMC.

Section 2518. Waiver

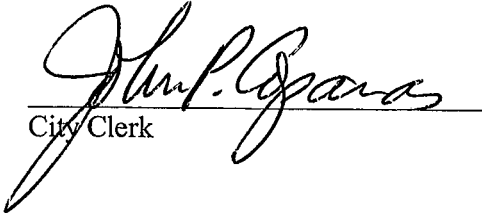
Failure of the City to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.

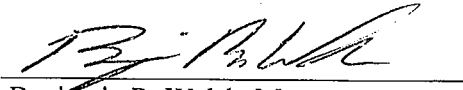
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates noted below.

CITY OF SYRACUSE

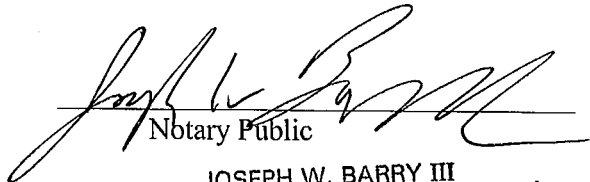
Attest:


City Clerk

By: 
Benjamin R. Walsh, Mayor

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this 25th day of March, 2020 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.


Notary Public

JOSEPH W. BARRY III
Notary Public in the State of New York
Qualified in Onondaga County
No. 02BA5051526
My Commission Expires 11/6/21

PMA MANAGEMENT CORP.

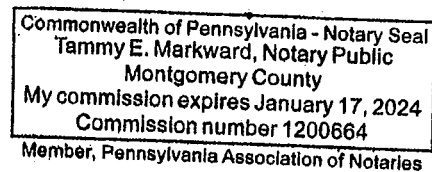
By: *Frank X. Altieri*

Frank X. Altieri, President
Print Name and Title

STATE OF Pennsylvania
COUNTY OF Montgomery ss.:

On this 24 day of March, 2020, before me personally came Frank X. Altieri, to me known, who being by me duly sworn, did depose and say: that he/she resides in Blue Bell, PA; that he/she is the President of PMA Management Corporation, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Tammy E. Markward
Notary Public



Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 675-2019 AS LAST AMENDED BY
ORDINANCE NO. 621-2021 AUTHORIZING
CONTRACT WITH PROACT, INC. RELATIVE
TO PROVIDING PHARMACY BENEFITS
MANAGEMENT SERVICES**

BE IT ORDAINED, that Ordinance No. 675-2019 as last amended by Ordinance No. 621-2021 is hereby amended to read as follows:

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the City of Syracuse, Onondaga County, and Oswego County issued a joint Request for Proposal for a vendor to administer their pharmacy benefits programs and the Mayor has approved the retention of ProAct, Inc., under the following terms:

(1) ProAct, Inc. shall provide all required pharmacy benefits management services throughout the term of the agreement for all covered active City employees and for City retirees under the age of sixty-five (65); the scope of services of this agreement is hereby amended to reflect that ProAct shall supply and administer flu shots to City of Syracuse employees at the Annual Flu Clinic for 2021 which will be held October 19, 2021 and October 27, 2021 and for the City's First Responders at a drive thru clinic to be held on dates yet to be determined;

(2) This agreement shall be for a term of one (1) year effective January 1, 2020 with the option of two (2) additional one (1) year renewal periods subject to the approval of the Mayor and the Common Council; this agreement was previously extended for the first one year renewal period effective January 1, 2021; this agreement is hereby extended for the second one year renewal period effective January 1, 2022 through December 31, 2022; and

(3) The City shall pay ProAct, Inc. based on submitted claims with annual costs estimated not to exceed \$7,500,000 for the first year of the agreement; the cost not to exceed for this agreement is hereby increased by \$15,000 which shall cover the costs for 500 City employees to receive the flu shot at a cost to the City of \$30.00 per person, the flu shot is covered under the City's Employee Health Benefits Plan, the new total cost not to exceed for all services to be provided by ProAct under the agreement is \$7,515,000; for the second one year renewal period the City shall pay ProAct, Inc. based on submitted claims with annual costs estimated not to exceed \$7,500,000 for the second one year renewal period.; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such amended contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Account No. 590601.01.90600 – Hospital, Medical, Surgical Insurance or another appropriate account as designated by the Commissioner of Finance.

_____ = new material



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Donna D. Briscoe
Director

December 3, 2021

Mr. John Copanas
City Clerk
231 City Hall
Syracuse, New York

RE: Legislation Amending Ordinance #340-2021 with PROACT, INC.

Dear Clerk Copanas:

Please prepare legislation to be introduced at the next Common Council meeting to amend Ordinance #340-2021, with PROACT, Inc. authorizing the option of the second and final one year renewal from January 1, 2022 to December 31, 2022.

Term of Contract: One (1) year contract, effective January 1, 2020 to December 31, 2020, with the option of two (2) additional one (1) year renewal periods.

PROACT, Inc. shall provide all required pharmacy benefits management services throughout the term of the agreement for all covered active City employees and for City retirees under the age of sixty-five (65).

The City shall pay to ProAct, Inc. based on claims with annual costs estimated not to exceed \$7,500,000 for the first year of the agreement.

The expenditures for this one year period would be paid from Budget Account No. 590601.01.90600 – Hospital, Medical, and Surgical Insurance.

Sincerely,

Donna D. Briscoe
Director of Personnel & Labor Relations

Office of Personnel &
Labor Relations
233 E. Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net


GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: December 3, 2021
SUBJECT: Amend Agreement- PROACT, Inc.

Julie Castellitto
Assistant Director

The Office of Personnel & Labor Relations is requesting to amend Ordinance #340-2021, with PROACT, Inc., authorizing the option of the second and final one year renewal from January 1, 2022 to December 31, 2022.

Term of Contract: One (1) year contract, effective January 1, 2020 to December 31, 2020, with the option of two (2) additional one (1) year renewal periods.

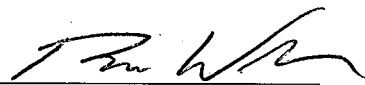
PROACT, Inc. shall provide all required pharmacy benefits management services throughout the term of the agreement for all covered active City employees and for City retirees under the age of sixty-five (65).

The City shall pay to PROACT, Inc. based on claims with annual costs estimated not to exceed \$7,500,000 for the first year of the agreement.

The expenditures for this one year period would be paid from Budget Account No. 590601.01.90600 – Hospital, Medical, and Surgical Insurance.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

PROACT INC. SERVICE AGREEMENT

With

CITY OF SYRACUSE

ProAct Inc.
6333 Route 298
East Syracuse, New York 13057
(315) 413-7780

SERVICE AGREEMENT

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PROACT INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is entered into this first day of January, 2020, between PROACT INC., a New York corporation with offices located at 6333 Route 298, East Syracuse, New York 13057 (hereinafter referred to as "ProAct"), and City of Syracuse, New York, with offices located 233 E. Washington Street, Syracuse, New York 13202 (hereinafter referred to as "Plan Sponsor").

WHEREAS, Plan Sponsor is a municipality organized under the laws of the State of New York and desires to offer a pharmacy prescription drug benefit plan providing for the dispensing of prescription drugs and other covered products to Plan Participants; and

WHEREAS, Plan Sponsor desires to hereby engage ProAct to perform services relating to prescription drug claim processing, eligibility verification, mail service pharmacy and preparation of drug management and utilization reports required by Plan Sponsor; and

WHEREAS, ProAct is qualified to perform the matters referred to hereunder and is willing to do so upon and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, Plan Sponsor and ProAct hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Average Wholesale Price

The term "Average Wholesale Price" shall mean the average wholesale price of a prescription drug or medication dispensed as set forth in the current price list updated no less than weekly by Medi-Span, including its supplements. The applicable Average Wholesale Price ("AWP") for prescriptions dispensed at retail and mail services pharmacies shall be based on the 11-digit NDC code for the actual package size from which the prescription is dispensed. In the event of any material change in the method used to determine AWP by Medi-Span, or should Medi-Span not continue to publish AWP pricing, the parties agree to modify the pricing hereunder to maintain the parties' respective economic position under this Agreement as of the Effective Date such that the aggregate net price of a product is the same as before such change or discontinuance occurred.

1.2 Benefit Plan

The term "Benefit Plan" shall mean Plan Sponsor's plan document covering prescription drug benefits, including Claims processing parameters and other information specifying healthcare coverage for Plan Participants, as those parameters currently exist or may be amended in the future. Plan Sponsor will provide ProAct with certain information relating to such Benefit Plans ("Benefit Plan Information"), as required in Section 4.2.

1.3 Brand Drug

The term "Brand Drug" means a prescription drug that is classified at the point of sale as "M", "N", or "O" under the Medi-Span multisource code.

1.4 Claims

The term "Claims" shall mean those prescription drug claims processed through ProAct's on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with a Benefit Plan.

1.5 Copayment

The term "Copayment" shall mean such amounts as are required to be paid to Participating Pharmacies by Plan Participants according to the Benefit Plan Information provided by Plan Sponsor, which may be a deductible, a percentage of the prescription price or a fixed charge.

1.6 Dispensing Fee

The term "Dispensing Fee" shall mean the actual amount that ProAct is contractually obligated to pay to a Participating Pharmacy for filling a single prescription.

1.7 Effective Date

The term "Effective Date" shall mean the date upon which this Agreement shall be effective. The Effective Date is the first day of January, 2020.

1.8 [Intentionally Omitted.]

1.9 Formulary

The term "Formulary" shall mean the list of prescription drugs and medications identified by ProAct for routine use and which will be dispensed through Participating Pharmacies to Plan Participants.

1.10 Generic Drug

The term "Generic Drug" means a prescription drug that is classified at the point of sale as "Y" under the Medi-Span multisource code.

1.11 HIPAA

The term "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

1.12 Identification Cards

The term "Identification Cards" ("ID Cards") shall mean printed identification cards containing specific information about the prescription drug benefits to which the Plan Participants are entitled. All ID Cards shall have the applicable ProAct pharmacy network logo or other method of identifying the fact that ProAct is the provider of the prescription drug benefit in a form acceptable to ProAct.

1.13 Implementation Date

The term "Implementation Date" shall mean the date upon which ProAct completes the input of Plan Sponsor's Plan Participants List, unless such date is extended because Plan Sponsor's data required conversion or is in a format that is unacceptable to ProAct, pursuant to Section 3.2.

1.14 Maximum Allowable Cost or MAC

The term "Maximum Allowable Cost" or "MAC" shall mean the unit price that has been established by ProAct as the maximum amount payable to a Participating Pharmacy for a multi-source drug (i.e., a drug with more than two sources) included on the MAC drug list, which list may be amended from time to time by ProAct in maintaining its generic pricing program. ProAct shall charge claims to Plan Sponsor using the lowest cost MAC list offered by ProAct to any customers. Plan Sponsor acknowledges that the MAC list applicable to Plan Sponsor is not the same as the MAC published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or "HCFA MAC").

1.15 Participating Pharmacies

The term "Participating Pharmacies" shall mean those organizations which contract with ProAct to provide Pharmacy Drug Services for Plan Participants and shall include, but shall not be limited to, walk-ins, mail order, specialty injectible and e-commerce vendors.

1.16 Pharmaceutical Manufacturer

The term "Pharmaceutical Manufacturer" shall mean a pharmaceutical company which has entered into an agreement with ProAct to offer discounts for pharmaceutical products.

1.17 Pharmacy Network

The "Pharmacy Network" consists of a retail pharmacy network, established and maintained by ProAct, to provide covered prescription drugs and other products.

1.18 Pharmacy Network Management

The term "Pharmacy Network Management" shall mean ProAct's responsibility for contract reimbursement negotiations as well as provider relations with Participating Pharmacies. Reimbursement negotiations shall include: i) payment terms; ii) method of payment; iii) timeliness of payment; and iv) access fees, as well as any other issues related

to payment to Participating Pharmacies. Provider relations shall include: i) store information updates; ii) credentialing; iii) contract compliance; and iv) Plan Participant service issues, as well as any other issues related to the relationship with Participating Pharmacies.

1.19 Plan Participants

The term "Plan Participants" shall mean those individuals who are entitled to Prescription Drug Services under the Plan as identified by Plan Sponsor as set forth in Plan Sponsor's eligibility file prepared and maintained by Plan Sponsor and delivered to ProAct.

1.20 Plan Participants List

The term "Plan Participants List" shall have the meaning set forth in Section 3.2.

1.21 Prescription Drug Services

The term "Prescription Drug Services" shall mean all claims processing, reporting, rebate administration, pharmacy network management and other pharmacy benefit management services to be provided by ProAct pursuant to ProAct's Aug. 2, 2019 proposal to Plan Sponsor, which is incorporated by reference into this Agreement.

1.22 Protected Health Information or PHI

The terms "Protected Health Information" or "PHI" shall have the meaning given such terms by HIPAA but limited to that information created or received by ProAct in its capacity as a business associate to the Benefit Plan.

1.23 Rebates

The term "Rebates" shall mean all Pharmaceutical Manufacturer revenue, including, but not limited to formulary base and market share rebates, manufacturer fees and price protection payments, that are collected by ProAct in its capacity as a group purchasing organization for the Benefit Plan from various pharmaceutical companies that are attributable to the utilization of prescription drugs by Plan Participants.

ARTICLE 2 PROACT SERVICES

The entire Agreement shall consist of this Service Agreement and the following Exhibits, all incorporated herein and made a part of this Agreement:

- Exhibit A: Performance Guarantees and Administrative Fee Schedule
 - Exhibit B: Business Associates Agreement
 - Exhibit C: Claims Processing and Custom Service Performance Guarantees
 - Exhibit D: Request for Proposals dated July 3, 2019
 - Exhibit E: ProAct Proposal dated Aug. 2, 2019, as modified by best and final offers by email dated Sept 23, 2019 and Oct. 10, 2019
 - Exhibit F: Conflict of Interest Affidavit
- References to "Agreement" shall mean the entire Agreement. In the event of an inconsistency between the Service Agreement (together with Exhibits A, B and C) and the Request for

Proposals and Proposal, the Service Agreement shall control over the Request for Proposals and Proposal.

In addition to the representations and services set forth in the Agreement, ProAct shall perform the following services:

- 2.1 Claims Processing Services. ProAct shall provide Claims processing services related to Claims for prescriptions dispensed on or after the Effective Date of this Agreement. ProAct shall process Claims received from Participating Pharmacies and Plan Participants, determine whether such Claims qualify for reimbursement in accordance with the terms of the applicable Benefit Plan and determine the applicable payment. ProAct agrees to process Claims within National Council for Prescription Drug Programs (NCPDP) prevailing standards. ProAct shall process Claims within the time frames established by applicable state and federal law. Upon termination of this Agreement, ProAct shall be obligated to process only those Claims which are for prescriptions dispensed before the termination date and which are received by ProAct within ninety (90) days of the termination date. Any Claims submitted and processed after the termination date will be invoiced at the rates set forth for such Claims in Exhibit A.

ProAct shall arrange for the following services to be provided upon receipt of a Claim:

- (a) Verify that the patient for which the prescription has been claimed is a Plan Participant and is entitled to Prescription Drug Services.
 - (b) If applicable, verify that the prescriber is an authorized prescriber under the Benefit Plan.
 - (c) Verify that the medication dispensed is a drug covered by the Benefit Plan.
- 2.2 Collection of Copayment by Participating Pharmacies. Prior to providing to a Plan Participant any Prescription Drug Services to which such Plan Participant is or may be entitled under a Benefit Plan, Participating Pharmacies shall be required to collect from Plan Participant the amount of any applicable Copayment. Participating Pharmacies shall not recover from Plan Participants any unpaid balances due Participating Pharmacies from ProAct or Plan Sponsor.
- 2.3 Mail Order Delivery Pharmacy. ProAct shall provide mail order home delivery services through ProAct Pharmacy Services as follows:
- (a) Dispense new or refill prescriptions following receipt from a Plan Participant of a prescription and a completed order or refill order form and any applicable Copayment;
 - (b) Fill prescriptions subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards and product labeling guidelines; and

(c) Ship all filled prescriptions to Plan Participants via United States postal service or other appropriate carriers to the address provided by the Plan Participant.

- 2.4 Direct Plan Participant Reimbursement. To the extent authorized by the Benefit Plan, ProAct or Plan Sponsor shall provide Plan Participants with a ProAct (and Plan Sponsor approved) Claim form for use for reimbursement for Prescription Drug Services provided by a Participating or non-Participating Pharmacy. When such a Claim is submitted on the approved form, ProAct shall process the Claim according to the Benefit Plan and in the amount approved by Plan Sponsor for payment.
- 2.5 Claim Submission. Plan Sponsor acknowledges that ProAct shall require the Participating Pharmacies to send to ProAct, at the expense of the Participating Pharmacies, Claims via on-line point-of-sale terminals ("POS"), and/or on the Universal Claim Forms ("UCF"), and/or magnetic tapes or diskettes containing Claims information. Incorrect Claims will be denied. The Claim forms shall be sent to:

ProAct Inc.
1230 Route 11
Gouverneur, New York 13642
Attention: Helpdesk

or at such other address designated by ProAct upon written notice.

- 2.6 Transparent Pass-Through Pricing. ProAct shall charge Plan Sponsor the actual amount that ProAct is contractually obligated to pay a Participating Retail Pharmacy for the ingredient cost and Dispensing Fee for each drug dispensed by such pharmacy. The ingredient cost charged to Plan Sponsor for each prescription drug will be the lowest of (a) the amount payable for the 11-digit NDC code for the prescription drug dispensed by the Participating Retail Pharmacy as determined under the contract between ProAct and the Participating Retail Pharmacy, (b) the MAC price for any prescription drugs that are on ProAct Retail MAC list in effect on the dispensing date, or (c) the Participating Pharmacy's Usual and Customary price. The Dispensing Fee charged to Plan Sponsor will be the actual Dispensing Fee that ProAct is contractually obligated to pay the Participating Retail Pharmacy.
- 2.7 Performance Guarantees. ProAct is responsible for meeting the Performance Guarantees set forth in Exhibits A and C. For the purpose of performance guarantees for AWP discounts, rebates and dispensing fees, each will be calculated in aggregate but reconciled independent of the other. An overage in one of the three categories may not offset a shortfall in one of the other. These guarantees will be reconciled annually for each contract year. All other performance guarantees under this Agreement are calculated separately.
- 2.8 Pharmacy Network Administration. ProAct shall contract with Participating Pharmacies at various reimbursement rates throughout the term of the Agreement, and shall charge

Plan Sponsor for the exact amount that ProAct reimburses to Participating Pharmacies. ProAct is responsible for maintaining the Pharmacy Network. ProAct will provide the Plan Sponsor, upon request, with a list of Participating Pharmacies, as updated from time to time. ProAct will require each Participating Pharmacy to have all required licenses and to maintain general and professional liability insurance coverage.

- 2.9 Therapeutic Alternative Program. Generic substitutions may be conducted through ProAct's mail order delivery service pharmacies and Participating Pharmacies under a program that substitutes brand name drugs with generic equivalents or therapeutic alternatives, where available and clinically appropriate, unless (i) the prescriber requires the prescription to be dispensed as written and does not authorize generic substitution; or (ii) the Plan Participant has notified the dispensing pharmacy to dispense the brand name drug only. All such Therapeutic Alternative Programs shall be operated to achieve lower net pharmacy benefit costs for the Plan Sponsor.
- 2.10 Payments to Participating Pharmacies. ProAct shall pay to the Participating Pharmacies, on behalf of Plan Sponsor, such reimbursement as provided under this contract for dispensing of prescriptions to Plan Participants no later than fourteen (14) business days from confirmation of receipt of funds from Plan Sponsor for this purpose.
- 2.11 Transaction Charges. Participating Pharmacies shall be responsible for any applicable transaction charges associated with the submission of Claims to network administrator. Such charges are to be deducted by network administrator from the reimbursements to such Participating Pharmacies. Reimbursement checks to Participating Pharmacies using POS, Pharmacy Computer Systems and UCF for Claims processing will be paid in the net amount of the Claim after deduction by network administrator of all applicable transaction charges.
- 2.12 Customer Service for Pharmacy and Plan Participant Inquiries. ProAct shall be responsible for responding to inquiries from Participating Pharmacies and Plan Participants regarding the services provided by ProAct under this Agreement through a ProAct toll-free phone line. Services to be provided by ProAct include providing answers to questions on eligibility, Benefit Plan guidelines, deductibles, Copay levels, maximum benefit status, instructions on completing a direct Plan Participant reimbursement claim form and status of direct Plan Participant reimbursement claims.
- 2.13 Hours of Service. ProAct's 800 Help Line shall be available to Plan Sponsors, Participating Pharmacies and Plan Participants 24 hours a day. These hours do not include national holidays and may be changed at any time with consent of Plan Sponsor, which consent will not be unreasonably withheld. Such consent shall not be necessary if the change in Help Line hours is temporary or due to an emergency situation. ProAct shall notify Plan Sponsor and the Participating Pharmacies prior to any changes to the schedule of business hours.
- 2.14 Pharmacy Audits. ProAct shall maintain criteria, which it may amend from time to time, to establish when and how a Participating Pharmacy shall be audited to determine

compliance with its contract with ProAct. The audit may be conducted by ProAct's internal auditors or its outside auditors or by ProAct's review of electronically transmitted Claims. On-site pharmacy audits shall be conducted on a contingency basis. ProAct shall collect any overpayments to Participating Pharmacies consistent with prudent business practices and shall enforce its rights under its contracts with Participating Pharmacies to apply offsets and recover erroneous payments. Any recovery of overpayments shall be promptly credited to Plan Sponsor.

- 2.15 Core Reports. ProAct shall prepare and deliver to Plan Sponsor core claims reports no later than thirty (30) days from the close of each quarter. Additional or customized reports shall incur costs to Plan Sponsor as described in Exhibit A.
- 2.16 Eligibility and Benefit Plan Changes. ProAct shall load Plan Participant data into the ProAct system no later than two (2) business days from receipt of such data. ProAct shall have thirty (30) days to implement any changes in any coverage criteria used by Plan Sponsor that require customized edits. The charges, as determined by agreement between ProAct and Plan Sponsor, for the necessary custom programming to implement any such customized edit will be borne by Plan Sponsor unless otherwise agreed by the parties. Plan Sponsor shall be bound by the change date requirements as described in Section 4.2 of this Agreement.
- 2.17 Plan Participant Services. It is the responsibility of ProAct for Plan Participants to be able to view their personal drug history on-line for retail and mail order medications, expenditures and Copayments.
- 2.18 Government Agency Submitted Claims. Plan Sponsor acknowledges that government agencies may seek eligibility or similar data from ProAct regarding Plan Participants. Additionally, government agencies, or their agents, may submit to ProAct claims for reimbursement for prescription drug benefits provided by such government agencies to Plan Participants ("Government Claims"). Plan Sponsor authorizes ProAct to provide such data as requested by government agencies or their agents and further authorizes ProAct to process such Government Claims on behalf of Plan Sponsor. Plan Sponsor shall reimburse ProAct for all amounts advanced by ProAct for payment of valid Government Claims attributable to Plan Participants. Plan Sponsor acknowledges that Government Claims submitted by or on behalf of a state Medicaid agency shall be paid if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Plan Sponsor shall also reimburse ProAct for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. ProAct reserves the right to (i) terminate these services upon ninety (90) days' prior written notice to Plan Sponsor; or (ii) delegate these services to a third party claims processor.
- 2.19 Non-Standard or Excessive Services or Materials. In the event Plan Sponsor requests non-standard Identification Cards, services, forms, materials or documents, or standard

services, forms, materials or documents in an amount which ProAct determines to be unreasonable or excessive, Plan Sponsor shall be charged for such additional services as provided based on the fee structure described in Exhibit A. ProAct shall advise Plan Sponsor in advance in writing if any requested non-standard services will incur such charges and shall obtain written authorization from Plan Sponsor before incurring any charges for non-standard services.

- 2.20 Additional Services. In the event that Plan Sponsor requests ProAct to provide services other than those described herein, including special research projects, special reports, consultative services (e.g., HIPAA compliance consultation), ProAct system changes to accommodate changes in Plan Sponsor's Benefit Plan or system, or other tasks to be specifically performed for or on behalf of Plan Sponsor, Plan Sponsor shall pay to ProAct an additional charge to be mutually agreed upon by the parties in writing before the services are provided.

ARTICLE 3 IMPLEMENTATION

- 3.1 Implementation Services. ProAct shall provide standard implementation services to Plan Sponsor at no additional charge. In consultation with Plan Sponsor, ProAct shall develop a mutually agreeable implementation plan prior to the Effective Date.
- 3.2 Plan Participant Lists. Plan Sponsor shall provide to ProAct (i) a full file list of Plan Participants (including eligible dependents) as described in Section 4.1 hereof at least fourteen (14) days prior to the Implementation Date in a format acceptable to ProAct; (ii) the governing Benefit Plan, including a summary plan description; and (iii) such other information required by Section 4.2 hereof describing the Plan Sponsor's Benefit Plan to be used by ProAct to provide Prescription Drug Services under the terms of this Agreement.

ARTICLE 4 DUTIES TO BE PERFORMED BY PLAN SPONSOR

- 4.1 Eligibility Data. Plan Sponsor shall provide to ProAct all information concerning the Prescription Benefit Plan and Plan Participants reasonably necessary for ProAct to perform the Prescription Drug Services, including all updates thereto, on a daily basis and at least fourteen (14) days prior to the Implementation Date. Plan Sponsor shall be responsible for ensuring the accuracy of the Eligible Member List and Plan Sponsor shall be obligated to pay ProAct for Claims accepted by ProAct that are submitted by or on behalf of persons listed on the Plan Participants List in effect at the time the Claim is processed. Plan Sponsor shall bear the entire risk of all fraudulent Claims submitted by Plan Participants or by unauthorized persons using a Plan Participant's ID Card or identification number. The Plan Participant List shall contain the following minimum information:
- Plan Participant's identification number;
 - Plan Participant's full name (last, first, and middle initial);

- Plan Participant's date of birth;
- Plan Participant's address;
- the names of dependents;
- the dates of birth for dependents;
- the date the Plan Participant's participation in Prescription Drug Services under the Benefit Plan becomes effective;
- the date the Plan Participant's participation in Prescription Drug Services under the Benefit Plan is terminated;
- the Benefit Plan group number

Plan Sponsor agrees to reimburse ProAct for any costs related to Plan Sponsor's failure to provide accurate and timely data described in this Section 4.1.

- 4.2 **Benefit Plan Information.** Prior to the Effective Date hereof, Plan Sponsor will deliver to ProAct detailed Benefit Plan Information. Such information shall contain all of the elements reasonably required by ProAct so that ProAct may verify and price the Claims submitted by Participating Pharmacies, and to prepare the various reports as described in this Agreement. In addition, Plan Sponsor shall provide any Benefit Plan Information changes to ProAct immediately, preferably thirty (30) days prior to the date such changes shall become effective (the "Change Date"), except that changes to Benefit Plan Information that are to be effective on January 1 of any given year must be provided to ProAct at least ninety (90) days prior to January 1. Failure to provide Benefit Plan Information changes within the time frames described in this Section 4.2 may result in postponement of the proposed Change Date. Plan Sponsor shall also provide to ProAct copies of and any subsequent changes to the applicable plan document, certificate of insurance or summary plan description documentation containing Benefit Plan Information related to the Prescription Drug Services administered by ProAct under this Agreement.
- 4.3 [Intentionally Omitted.]
- 4.4 **Plan Participant Copayments.** ProAct may, but shall not be obligated to, dispense a prescription even if the prescription is not accompanied by the applicable Copayment. ProAct will credit any amount submitted by Plan Participant in excess of the Plan Participant's Copayment.

ARTICLE 5 PAYMENTS DUE PROACT

- 5.1 **Invoicing.** All Fees owed to ProAct for services provided under this Agreement are set forth in Exhibit A. ProAct shall invoice Plan Sponsor for claims on a bi-weekly basis. Plan Sponsor shall remit to ProAct via overnight mail or electronic funds transfer the full amount reflected on such invoices within ten (10) business days to the bank account designated by ProAct. Should said amount not be remitted via overnight mail or electronic funds transfer within ten (10) business days, Plan Sponsor shall be subject to interest charged on all overdue amounts at an amount equal to one and one-half percent (1.0%) per month, to accrue on a daily basis. If Plan Sponsor questions the amount of the Statement,

Plan Sponsor may notify ProAct of its questions regarding said amount but shall remain obligated to send via overnight mail the full amount of the invoice. If ProAct receives such a notice, ProAct shall use commercially reasonable efforts to respond to such questions within five (5) business days.

- 5.2 Suspension of Services. In the event amounts due ProAct under Section 5.1 are more than five business (5) days' past due and payment has not yet been sent via overnight mail to a ProAct designated bank account, then ProAct may give notice to Plan Sponsor of ProAct's intent to suspend its services and system operations. At any time thereafter, ProAct may terminate this Agreement as provided in Article 12 of this Agreement. Plan Sponsor shall be responsible for all costs of collection and agrees to reimburse ProAct for such costs and expenses, including reasonable attorneys' fees.
- 5.3 Deposit. In the event Plan Sponsor fails to remit its full payment within ten (10) business days of its receipt of ProAct's invoice three (3) or more times during any twelve (12) month period, ProAct shall have the option, in its sole discretion, to collect from Plan Sponsor a deposit in an amount equal to the average invoice amount over the previous six (6) months, or, if there is a less than six (6) months' billing history, then such deposit shall be equal to the average invoice amount over the actual billing history. ProAct shall retain the deposit until the termination of this Agreement, at which time such deposit shall be returned, without interest, less any offsets for payment defaults and collection costs (in accordance with Section 5.5 below).
- 5.4 Sales and Use Taxes. The parties hereby agree that the payment of any and all state and local sales and use taxes attributable to any Prescription Drug Services delivered pursuant to this Agreement shall be the sole and exclusive obligation of the responsible party. The parties also agree that the Plan Sponsor is exempt by law from NYS sales and compensating use taxes as a municipal corporation.
- 5.5 Offsets. In the event of any uncured payment default, Plan Sponsor hereby authorizes ProAct to offset the amount of such payment defaults and collection costs against any amounts otherwise payable to Plan Sponsor (including any Rebate amounts as provided in Article 7) or Plan Sponsor's deposit (as described in Section 5.3 above).

ARTICLE 6 RECORDS

- 6.1 Maintenance of Records. ProAct shall maintain for ten (10) years, in the original form or other media, the Claims received from the Pharmacy Network and adequate records to establish payment to the Pharmacy Network. Upon prior written notification to ProAct, Plan Sponsor shall have access to such records during normal business hours.
- 6.2 Use of Information. ProAct and Plan Sponsor may use, reproduce, or adapt information obtained in connection with this Agreement, including Claims data information and eligibility information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to

the extent required by applicable Law, including the provisions of HIPAA, and may not use the information in any way prohibited by Law. Each party shall be solely responsible for its own use of the information and shall indemnify and hold the other party harmless for, from and against any and all costs, losses and damages incurred by such other party as a result of such use.

6.3 Ownership of Information. Without limiting the generality of Section 6.2, and subject to the restrictions set forth therein:

- a. Claims data information shall be the property of Plan Sponsor, including data provided by the Plan Sponsor and data submitted with or used in the adjudication of claims for Plan Participants.
- b. Plan Sponsor agrees that the aggregate, de-identified compilations of information contained in any and all databases developed by ProAct or its designees, and any prior and future versions thereof, are the property of ProAct and protected by copyright which shall be owned by ProAct.
- c. ProAct, its agents, employees, and contractors shall have the right to use, reproduce, and adapt all information obtained in connection with this Agreement, to render services to ProAct's clients and to develop new products and services which may be outside the scope of this Agreement provided that no information is disclosed to a third party that identifies or could be used to identify Plan Sponsor or Plan Participants. Any work, compilation, processes, or inventions developed by ProAct or its agents, employees, or contractors pursuant to this Section 6.3 shall be owned by ProAct and deemed its confidential information.

6.4 Right to Audit Claims and Business Records. Subject to rights and obligations under NYS General Municipal Law Section 92-a, Plan Sponsor may inspect and audit once annually ProAct's business records that directly relate to billings made to Plan Sponsor for Claims. ProAct may inspect and audit, or cause to be inspected and audited, once annually the books and records of Plan Sponsor directly relating to this Agreement, including the existence and number of Plan Participants. Plan Sponsor and ProAct shall fully cooperate with representatives of each other and with representatives of any regulatory or accreditation agency in the conduct of any such inspection or audit. Such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following fifteen (15) days' written notice, without undue interference to the audited party's business activity, and in accordance with reasonable audit practices. An audit of ProAct's records shall be conducted at ProAct's office where such records are located and shall be limited to transactions over the twenty-four (24) month period preceding such audit. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice. Upon a final and conclusive determination of a discrepancy revealed by an

audit procedure under this Agreement, the party that owes money shall pay such sums to the other party within thirty (30) days of the delivery of the conclusive audit findings, subject to the rights of any party to litigate such findings. Nothing herein shall limit the rights of Plan Sponsor to perform additional audits, at its own expense, where there is credible evidence of fraud or misappropriation of funds.

ARTICLE 7 REBATE ADMINISTRATION

- 7.1 Appointment of ProAct as Representative. Plan Sponsor appoints ProAct as its exclusive representative for the purpose of negotiating and arranging for Rebates on the purchase of prescription drugs from Pharmaceutical Manufacturers. ProAct agrees that it will comply with all applicable state and federal laws and regulations regarding the administration of Rebates on the purchase of prescription drugs. Plan Sponsor represents that it does not have any existing direct rebate and/or chargeback agreements with any Pharmaceutical Manufacturer and also agrees that during the term of this Agreement Plan Sponsor will not negotiate or arrange for rebates on the purchase of Prescription Drug Services from any Pharmaceutical Manufacturer. In the event Plan Sponsor negotiates directly with a Pharmaceutical Manufacturer for rebates on the purchase of prescription drugs, ProAct may immediately terminate Plan Sponsor's participation in ProAct's Rebate program. The appointment and rebates hereunder shall not include prescription drugs purchased by the Plan Sponsor for correctional facilities, Workers Compensation programs, or for claims asserted by the Plan Sponsor in opioid litigation and generic wholesale price litigation.
- 7.2 Participation in Program. Plan Sponsor shall be eligible to receive rebates from certain Pharmaceutical Manufacturers for prescription drugs dispensed to Plan Participants who are covered by Benefit Plans which meet the following criteria:
- Develop, publish and distribute a drug formulary or other drug product selection guide consistent with ProAct's recommended drug Formulary and preferred product list, including all subsequent revisions;
 - Provide feedback to Plan Sponsor to ensure compliance with Plan Sponsor's drug formulary via established communication mechanisms (e.g., retrospective drug utilization review/evaluation programs, provider newsletters, contract compliance programs); and
 - Meet the eligibility criteria of each of the respective Pharmaceutical Manufacturers for plan applicable agreements.
- 7.3 Rebate Disclosure. Plan Sponsor agrees that it will fully comply with applicable law. In providing services under this Agreement, ProAct will act in a limited fiduciary capacity solely for the purposes of claim adjudication and appeals of Plan Sponsor's prescription drug program.

- 7.4 Eligible Rebate Data. Claims which have been submitted to: (i) Medicaid; (ii) Medicare; or (iii) any other state or federal health care program which receives rebates, discounts, chargebacks or other forms of price reduction directly from Pharmaceutical Manufacturers shall not be eligible to participate in ProAct's Rebate program. Plan Sponsor shall clearly identify to ProAct those Plan Participants whose drug utilization has been otherwise submitted to Pharmaceutical Manufacturers or whose claims have been or will be filed for reimbursement with Medicaid, Medicare, or any state or federal health care program as described above. If Plan Sponsor fails to identify such members or claims and any Pharmaceutical Manufacturer's audit of ProAct's Rebate program reveals improperly calculated rebates involving such members or Claims, then Plan shall be solely responsible for the reimbursement of any Rebates improperly made and the cost of the audit services.

ARTICLE 8 INDEMNIFICATION

- 8.1 [Intentionally Omitted.]
- 8.2 [Intentionally Omitted.]
- 8.3 Limitation of Liability. ProAct relies on Medi-Span or First Data Bank or other industry comparable databases in providing Plan Sponsor and Plan Participants with Claims adjudication and drug utilization review services. ProAct is responsible for utilizing due diligence in collecting and reporting the information contained in the databases and obtaining such information from sources deemed by ProAct to be reliable. ProAct, however, does not warrant the accuracy of reports, alerts, codes, prices or other data contained in the databases. The clinical information contained in the databases and the Formulary is not intended as a supplement to, or a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals involved in Plan Participants' care. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate or effective for any Plan Participant.

ARTICLE 9 DISPUTE RESOLUTION PROCEDURE

- 9.1 Resolution of Disputes. The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties. The disputing party shall provide the other party with written notice of the dispute ("Notice of Dispute"), containing a detailed description of the matter in controversy. The parties agree to exercise reasonable commercial efforts to resolve the dispute as soon as practicable but not later than thirty (30) days. If a dispute between the parties cannot be resolved through negotiation, the matter will be heard in a court of competent jurisdiction consistent with the provisions of Article 13.8.

ARTICLE 10 CONFIDENTIALITY

- 10.1 Confidential Information. The term "Confidential Information" means information of a confidential or proprietary nature relating to the subject matter described in this Agreement which is taken from or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"). Confidential Information includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, processes, computer programs, files and documentation, similar items or research projects and any information derived therefrom; matters of a business nature, such as the terms of this Agreement (including any pricing terms and Pharmaceutical Manufacturer contract terms), marketing, sales, strategies, proposals, and lists of actual or potential Plan Participants, Participating Pharmacies and Pharmaceutical Manufacturers; as well as any other information within the scope of this definition that is designated by either party as confidential.
- 10.2 Treatment of Confidential Information. Except as otherwise required by applicable statutes, laws and regulations, The parties agree: (i) to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Receiving Party employs with respect to its own confidential materials); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third party unless required in the performance of the Receiving Party's duties under this Agreement; (iii) not to make any use whatsoever at any time of such Confidential Information except for the purpose of this Agreement nor use it for its own or any third party's benefit; and (iv) not to copy, analyze, transcribe, transmit, decompile, disassemble or reverse engineer any such Confidential Information nor use such Confidential Information in any patent application. The confidentiality obligations of this Section 10.2 shall not apply to information which, as evidenced in writing, (a) is or becomes publicly known by Receiving Party through no breach of this Agreement; (b) is learned by the Receiving Party from a third party entitled to disclose it; or (c) is rightfully obtained by the Receiving Party prior to this Agreement. Notwithstanding any other provision of this section, Plan Sponsor has the right to analyze Claims data and retain and transmit Claims and Participant data consistent with its obligations under HIPAA.
- 10.3 Injunctive Relief. Receiving Party acknowledges that it shall not acquire any rights or title to any Confidential Information merely by virtue of its use or access to such Confidential Information hereunder. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting, either expressly or by implication or otherwise, the Receiving Party any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party. Each party agrees that it may not be adequately compensated for damages arising from a breach or threatened breach of any of the covenants contained in this Article 10 by the other party, and each party shall be entitled to injunctive relief and specific performance in addition to all other remedies.

ARTICLE 11 EXCLUSIVITY

- 11.1 Exclusivity. Plan Sponsor agrees that ProAct shall be the sole and exclusive representative for Plan Sponsor for each of the services described herein during the term of this Agreement specifically excluding pharmaceutical services for Workers Compensation programs, correctional facilities and the Health Department.. Notwithstanding the foregoing, this Section shall not be construed to prohibit Plan Sponsor from including pharmacy coverage under a Medicare Advantage plan, Medicare Part D plan, managed care, HMO or similar comprehensive medical/prescription benefit plan. Plan Sponsor acknowledges and agrees that Plan Sponsor shall not engage any prescription benefit manager or other third party to provide to Plan Sponsor or its Benefit Plan any service that is similar to one of the Prescription Drug Services provided by ProAct, including, without limitation, retail pharmacy network contracting, pharmacy claims processing, mail pharmacy services and formulary and rebate administration services. Plan Sponsor acknowledges and agrees that a breach of this Section 11.1 shall be deemed a material breach of this Agreement and shall entitle ProAct to modify pricing terms pursuant to Section 13.2 of this Agreement. Notwithstanding any other provision of this Agreement, ProAct acknowledges that Plan Sponsor contracts with a third party for the delivery of retiree prescription drug benefits under Medicare Part D and that such contract does not constitute a breach of this Agreement.

ARTICLE 12 TERM AND TERMINATION

- 12.1 Term. This Agreement shall become effective on the Effective Date and shall be for a term of three (3) years. Subject to the rights of the parties to terminate, this Agreement shall continue in effect for two additional one (1) year terms unless either party provides written notice stating that the party does not intend to continue the Agreement, said notice to be provided by certified mail, mailed at least ninety (90) days prior to January 1 of the ensuing contract year. During the term of the contract, Plan Sponsor has the option to conduct a market review of the competitiveness of the contract, including pricing and guarantee terms. If the results of the market check indicate that the current contract is not competitive, Plan Sponsor and ProAct may negotiate mutually agreeable contract terms to be effective as of July 1, 2021 or Plan Sponsor may elect to terminate this Agreement effective June 30, 2021. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. All renewal terms subsequent to the initial three year term are subject to executive and legislative approval by the Plan Sponsor.
- 12.2 Termination. ProAct shall give written notice to Plan Sponsor at least ninety (90) days prior to cancellation or change of contract terms that ProAct has the authority to change under the terms of this Agreement. This section 12.2 specifies notice requirements but does not establish any right for ProAct to change the terms unless such rights are authorized elsewhere in this Agreement. Plan Sponsor may terminate this Agreement for any reason upon thirty (30) days written notice.

- 12.3 Termination Due to Non-Payment. Notwithstanding the termination rights described in Section 12.2, above, in the event Plan Sponsor fails to timely remit to ProAct the full amount of payment (and any interest accrued thereon) as set forth in Section 5.1 above, and such payment (plus interest, if any) is not received by ProAct within the time limits set forth in Section 5.2 above, and such payment is not subject to a reasonable dispute by Plan Sponsor, ProAct may terminate this Agreement on any date thereafter, effective on the date notice of such termination is received by Plan Sponsor.
- 12.4 Effect of Termination. If this Agreement is terminated pursuant to this Article 12: (i) all further obligations of the parties under this Agreement shall terminate, except for (a) such party's obligation to make payments arising prior to the termination of this Agreement or any obligation surviving the termination hereof, and (b) ProAct shall promptly provide all Claims and Benefit Plan coding data to Plan Sponsor that is reasonably required to facilitate an efficient and effective transition of pharmacy benefit management services; (ii) all Confidential Information provided by either party shall, except for Claims and Participant data and Confidential Information required by law to be retained by a party, be immediately returned by a Receiving Party (as defined in Section 10.1), or such Receiving Party shall certify to the Disclosing Party that such materials have been destroyed; (iii) should ProAct have a deposit from Plan Sponsor (as described in Section 5.3, above), such deposit shall be reduced by any offsets for payment defaults and collection costs (as described in Section 5.5 above) before being returned; (iv) neither party shall be relieved of any obligation or liability arising from any prior breach of such party of any provision of this Agreement; and (v) the parties shall, in all events, remain bound by and continue to be subject to the provisions in the Agreement reasonably expected to survive termination, including without limitation those set forth in Sections 6.1, 6.3, 6.4, 7.3, 8.3, 9.1, 10.1, 10.2, 10.3, 13.1, 13.2, 13.8, 13.9, 13.11, 13.12 and 13.20.

ARTICLE 13 GENERAL PROVISIONS

- 13.1 Use of ProAct Software. Plan Sponsor acknowledges that ProAct owns or possesses license rights (including off-the-shelf vendor agreements) from certain third parties to the entire software system used by ProAct in processing Claims and preparing reports, including computer programs, system and program documentation, and other documentation relating thereto (collectively, including certain license rights, the "ProAct Software System") and that the ProAct Software System is the exclusive and sole property of ProAct.
- 13.2 Pricing Assumptions. Upon ninety (90) days' prior written notice to Plan Sponsor, ProAct may modify or amend the financial provisions of this Agreement in a manner which accounts for the impact of the events identified below. Any pricing adjustments will be the minimum amount necessary to maintain the relative economic position of ProAct and the Plan Sponsor under this Agreement. Such notice will include ProAct's documentation and explanation of the manner in which the modification accounts for the impact of the event:

- (a) Any government-imposed or industry-wide change that would preclude ProAct's ability to provide the pricing described in this Agreement, including a prohibition or material restriction on the ability to receive rebates or discounts for pharmaceutical products;
 - b) Implementation or addition of a high deductible health plan/consumer-driven health plan option in which more than 20% of Plan Participants are enrolled;
 - (c) Implementation or addition of a plan that is solely member-paid; or
 - (d) A greater than twenty percent (20%) reduction in the total number of Plan Participants from the number provided during pricing negotiations.
- 13.3 Insurance. ProAct shall satisfy the insurance requirements specified in the Request For Proposals dated July 3, 2019, which is incorporated by reference as Exhibit D of this Agreement. ProAct shall provide insurance certificates documenting such coverage upon written request from the Plan Sponsor.
- 13.4 Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement (including this Section 13.4), no consent shall be required and this Agreement will apply to, be binding in all respects upon, and inure to the benefit of any successors of Plan Sponsor to this Agreement resulting from a Change of Control. A "Change of Control" shall occur if, as a result of one or a series of related transactions: (i) all or substantially all the assets of Plan Sponsor are disposed of to any entity not wholly owned and controlled by Plan Sponsor, outside the ordinary course of business; (ii) Plan Sponsor effects a merger with one or more other entities in which Plan Sponsor is not the surviving entity; or (iii) Plan Sponsor engages in a transaction that results in any entity holding securities possessing a majority of the voting power that does not hold such voting power as of the time of this Agreement.
- 13.5 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or other term or condition of this Agreement on any future occasion.
- 13.6 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision other than those as to which it is determined to be

invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- 13.7 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (at or after the date hereof) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 13.8 Choice of Law and Venue. This Agreement shall be construed, interpreted and governed according to the laws of the State of New York. The parties agree and consent to personal jurisdiction, personal service and venue in any state or federal court within the County of Onondaga, New York having subject matter jurisdiction, for the purpose of any proceeding to enforce, or arising out of or relating to this Agreement.
- 13.9 Non-Competition in Hiring. During the term of this Agreement, and for a period of one (1) year thereafter, neither party shall, without the prior written consent of the other party, knowingly employ or solicit for hire, or knowingly allow its officers, directors, agents or affiliates to employ or solicit for hire, any employees of the other party. This clause shall not be deemed to prevent or preclude the Plan Sponsor appointing or hiring individuals off of competitive Civil Service exam lists, persons hired in a capacity wholly unrelated to the services provided by ProAct hereunder (e.g. Patrol Officer) and persons elected to or holding elective office within the government of the Plan Sponsor.
- 13.10 Force Majeure. Neither party shall be liable to the other for failure to perform any part of this Agreement, where such failure is due to flood, fire, strikes or similar labor disturbances, war, riot insurrection or similar acts beyond the control of either party. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement. In order to benefit from the provisions of this Section 13.10, the party claiming force majeure must notify the other reasonably promptly in writing of the force majeure condition. If any event of force majeure, in the reasonable judgment of the parties, is of a severity or duration such that it materially reduces the value of this Agreement, then this Agreement may be terminated without liability or further obligation of either party (except for any obligation expressly intended to survive the termination of this Agreement and except for all amounts that have become or will become due and payable hereunder).
- 13.11 Entire Agreement; No Third Party Beneficiaries. This Agreement (i) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and (ii) is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this Agreement does not confer any such rights, upon any other third party.

- 13.12 Use of Name. Neither party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other party.
- 13.13 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given: (i) one (1) day following delivery to a nationally reputable overnight courier; (ii) one (1) day following receipt by facsimile during the receiving party's business hours with written confirmation thereof; or (iii) three (3) days after the date it is deposited in the United States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:

To ProAct: ProAct Inc.
 6333 Route 298
 East Syracuse, New York 13057

To Plan Sponsor: City of Syracuse
 Director of Personnel
 City Hall, Room 312
 233 E. Washington Street
 Syracuse, New York 13202

Copy to: Corporation Counsel
 City Hall, Room 300
 233 E. Washington Street
 Syracuse, New York 13202

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

- 13.14 Counterparts; Email. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by email and upon such delivery the electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.
- 13.15 Independent Contractors. Plan Sponsor and ProAct are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or franchiser and franchisee or any relationship, fiduciary or otherwise, other than that of independent parties contracting with each other solely for

the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to create, any rights or remedies in any third party, including but not limited to a Plan Participant. Nothing in this Agreement shall be construed or deemed to confer upon ProAct any responsibility for or control over the terms or validity of the Prescription Drug Services. ProAct shall have no final discretionary authority over or responsibility for Plan Sponsor's administration of the Plan. Further, because ProAct is not an insurer, plan sponsor, plan contract, or a provider of health services to Plan Participants, ProAct shall have no responsibility for: (i) any funding of Plan Sponsor's benefits; (ii) any insurance coverage relating to Plan Sponsor or any plan contract of Plan Sponsor or Plan Participants; or (iii) the nature or quality of professional health services rendered to Plan Participants, not including ProAct's responsibility to maintain the Pharmacy Network consistent with the terms of this Agreement..

- 13.16 Consent to Amend. This Agreement or any part or section of it may not be changed or amended unless first reduced to writing and signed by the both parties.
- 13.17 Headings. The headings of Articles, Sections and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.18 Compliance with Laws and Regulations. The parties will comply with all applicable federal, state and local laws and regulations. Each and every provision of law and clause required to be inserted in this Agreement, including without limitation New York State General Municipal Law Section 92-a, shall be deemed to have been inserted herein, and if through misstate or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall be controlling, ProAct is responsible for obtaining knowledge and complying will all applicable laws, rules and regulations. Such compliance is a material obligation of this Agreement, and failure to comply with these provisions affords the Plan Sponsor the right to pursue any and all remedies for breach of this Agreement. Each party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement, including without limitation the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), and the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. In acceptance of this Agreement, ProAct covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights Law, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B. Pursuant to New York Finance Law § 139-L, ProAct, by signing this Agreement, further certifies under penalty of perjury that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

- 13.19 Subcontracting. ProAct may subcontract services to be provided under this Agreement, except Customer service obligations and Claims processing services, which shall not be subcontracted. ProAct shall provide the Plan Sponsor, at Plan Sponsor request, a list of all subcontractors and the services provided. Nothing herein shall release ProAct from compliance with this Agreement by subcontracting such services.
- 13.20 HIPAA Compliance. For the purposes of this Agreement, ProAct is deemed to be a "Business Associate" or "Covered Entity" as such terms are defined by HIPAA. The parties will endeavor to comply with all applicable regulations published pursuant to HIPAA, as of the effective enforcement date of each standard. In addition, without limiting any other provision of this Agreement:
- a. all services provided by ProAct under this Agreement will be provided in such a manner as to enable Plan Sponsor to remain at all times in compliance with all HIPAA regulations applicable to Plan Sponsor, to the extent that Plan Sponsor's compliance depends upon the manner in which such services are performed by ProAct;
 - b. all software, application programs and other products licensed or supplied by ProAct under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that Plan Sponsor's use of such software, application programs and other products and associate documentation from ProAct, when utilized by Plan Sponsor in the manner as directed by ProAct, will fully comply with the HIPAA regulations applicable to Plan Sponsor. In the event any amendment to this Agreement is necessary for Plan Sponsor to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, Plan Sponsor and ProAct will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations; and
 - c. all software, application programs, eligibility lists or other member-specific information and other products licensed or supplied by Plan Sponsor under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that ProAct's use of such software, application programs and other products and associate documentation from Plan Sponsor, when utilized by ProAct in the manner as directed by Plan Sponsor, will fully comply with the HIPAA regulations applicable to ProAct. In the event any amendment to this Agreement is necessary for ProAct to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, ProAct and Plan Sponsor will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations.

- d. To the extent ProAct acts as a Business Associate of the Benefit Plan, ProAct shall adhere to applicable requirements established for Business Associates, as set forth in Exhibit B. In compliance with HIPAA, ProAct may share Plan Participant information as appropriate for the treatment, payment and health care operations of other health care providers or plans.

13.21 Conflict of Interest. A Conflict of Interest Affidavit running to the Plan Sponsor executed by ProAct and shall be appended to this Agreement..

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

PROACT INC

BY 

David J. Schryver, PharmD.

NAME

President

TITLE

DATE

4/27/2020

CITY OF SYRACUSE

BY 

Benjamin R. Walsh

NAME

Mayor

TITLE

DATE

8/27/20

ATTEST


City Clerk

EXHIBIT A
PERFORMANCE GUARANTEES AND ADMINISTRATIVE FEE SCHEDULE

CLAIMS PROCESSING FEE:

\$0.80 PER PAID CLAIM

PREMIUM FORMULARY MANUFACTURER REBATE GUARANTEE SHARE TO PLAN SPONSOR ("Plan Sponsor Rebates"):

ProAct guarantees to pay 100% of all Rebates to Plan Sponsor. If the aggregate per brand claim Rebate paid is less than the minimum per brand Rebate guaranteed by ProAct as outlined below, ProAct shall pay the Plan Sponsor the difference between the minimum per brand Rebate guarantee and the aggregate per brand claim Rebate paid. The Minimum Rebate Guarantees per Brand Claim are as follows:

	Select Formulary	Premium Formulary
Retail 30:	\$105.34	\$128.19
Retail 90:	\$269.16	\$311.85
Mail:	\$366.26	\$495.13
Specialty:	\$1,252.96	\$1,341.25

AGGREGATE INGREDIENT COST AND DISPENSING FEE GUARANTEE

Retail 30 Pharmacy Rates:

Brand:	The lesser of (Average Wholesale Price less 18.25%) or (Usual and Customary) + \$0.80
Generic:	The lesser of (Maximum Allowable Cost) or (Usual and Customary) which in no event shall exceed the aggregate of AWP less 83%, + \$0.80

Retail 90 Pharmacy Rates:

Brand:	The lesser of (Average Wholesale Price less 21.75%) or (Usual and Customary) + \$0.00
Generic:	The lesser of (Maximum Allowable Cost) or (Usual and Customary) which in no event shall exceed the aggregate of AWP less 85.0% + \$0.00

Mail Order:

Brand:	Average Wholesale Price less 26.0% + \$0.00
Generic:	Average Wholesale Price less 85.0% + \$0.00

Specialty Drug Pricing:

Average Wholesale Price less 19.0% + \$0.00

ADMINISTRATIVE FEE SCHEDULE

1. Electronic magnetic media	No charge
2. Input and maintenance from hard copy	No charge
3. Clinical Prior Authorizations	\$50.00 per Authorization
4. Direct Member Reimbursements (paper claims)	\$2.00 per paid claim
5. Member Identification Cards	No charge
6. Ad Hoc Reports	\$150.00 per programming hour
7. Drug Utilization Review (DUR) Services	No charge
8. Out-of-pocket expenses	
Mailing expenses/postage	At meter cost
Air freight/overnight letters	At carrier cost
9. Shipping and handling charges	At cost
10. On-line Eligibility Access	\$1,500 (3 year licensing fee, non-recurring, optional)
11. On-line Reporting Access	\$1,500 (3 year licensing fee, non-recurring, optional)
12. Claim Appeals	\$150 per internal appeal \$550 per external appeal
13. Customized On-Site Wellness Programs	\$75.00 per program hour
14. Custom Formulary	\$65,000 load fee / \$75,000 per year maintenance fee (optional)
15. Load Open Mail Order File	\$5,000 (one-time fee, optional)
16. RDS	
• Account Setup for fewer than 500 RDS members:	\$5,000 administrative setup fee
• Notice of Creditable Coverage:	\$1.25 per letter + postage
• Additional Subsidy Related Services (ProAct uploads cost reports to CMS):	\$1.00 PMPM per Medicare Qualified Members with a minimum annual fee of \$7,500
• Actuarial Certification & Attestation:	\$350.00 per hour - as negotiated

17. **Drug Rebates.** ProAct shall remit to Plan Sponsor the greater of that portion of the Rebates as set forth above ("Plan Sponsor Rebates") and the minimum Rebate guarantees specified in this Agreement. Rebate guarantees require the adoption of ProAct's published formulary and formulary support programs without deviation. No Rebate shall be credited for any Generic Drug Claim, whether such Claim is filled with a Generic Drug or by a Brand Drug dispensed in lieu of a Generic Drug reimbursement rate. Excluded claims from rebates include claims that are not for Prescription Drugs, Vaccines, COB claims, HIV medications, Biosimilars, LDD, compounds, claims for re-packaged NDCs; stale claims over 180 days old; 340b qualified claims and Multi-source brands. Any rebate collected for excluded medications will be excluded from the rebate guarantee but passed through to the client at 100% of earned rebate. Rebate guarantees are quoted at a 30-day supply for retail claims, 90-day supply for retail 90 and mail order. All rebate guarantees will be reconciled in the aggregate. Quarterly Rebate payments shall be made within one hundred and fifty (150) days following the quarter collected. ProAct may adjust the Plan Sponsor minimum Rebate guarantees in an equitable manner if a branded product is recalled or withdrawn from the market. Any adjustment to Rebate guarantees will be limited to and commensurate with the net effect of such Brand drug recall or withdrawal.

18. **Performance Guarantees.** Performance guarantees that are related to specific utilization targets, financial effectiveness, claim payment, participant satisfaction and account management are included in this Contract. These performance guarantees are measured on an annual basis, unless otherwise noted. Reporting of annual performance data and reconciliation with the performance guarantees are due by March 31 of each year. For the purpose of the performance guarantees for AWP discounts, rebates and dispensing fees, ProAct would make Plan Sponsor whole (dollar for dollar) for any shortfall below each of these guarantees. AWP discounts and dispensing fees will be reported with the annual performance guarantees. Rebates will be reconciled within 270 days after the close of the contract year.

EXHIBIT B

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Contract") is entered into on January 1, 2020 ("Contract Effective Date") between the City of Syracuse, a municipal corporation by and of the State of New York with a principal business address 233 E. Washington Street, Syracuse, New York 13202 ("Covered Entity"), and ProAct, Inc., having a principal location at 6333 Rte 298, East Syracuse, New York 13057 ("Business Associate") (Each a "Party" and collectively, the "Parties").

RECITALS:

- A. Covered Entity will make available and/or transfer to Business Associate protected health information ("PHI") in order for Business Associate to carry out i) its contractual obligations under a contract between Covered Entity and Business Associate dated January 1, 2020 (the "Underlying Services Agreement" between the Parties) and/or ii) certain business responsibilities on behalf of Covered Entity.
- B. Business Associate will have access to and/or receive from Covered Entity PHI that may be used or disclosed only in accordance with this Contract and the Privacy, Security,

Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively "HIPAA").

- C. Covered Entity and Business Associate qualify, respectively, as a "covered entity" and as a "business associate" as such terms are defined under HIPAA.

NOW THEREFORE, for good and valuable consideration, intending to be legally bound, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning given such terminology by HIPAA.
 - a. **Administrative, Physical and Technical Safeguards** shall have the same meaning as those terms are defined in 45 CFR 164.304.
 - b. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI (as defined herein) which compromises the security or privacy of such PHI.
 - c. **Contract** shall refer to this document
 - d. **Electronic PHI** shall have the same meaning as "electronic protected health information" in 45 CFR 160.103.
 - e. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 164, as may be amended.
 - f. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined by 45 CFR 160.103, including a person who qualifies as a personal representative in accordance with 45 CFR 164.502.
 - g. **Party or Parties** shall mean Business Associate and/or Covered Entity.
 - h. **PHI** shall mean information provided and/or made available by Covered Entity to Business Associate, and has the same meaning as the term "protected health information" as defined by 45 CFR 160.103.
 - i. **Required by Law** shall have the same meaning as the term "required by law" in 45 CFR 164.103.
 - j. **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

k. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

l. **Unsecured PHI** shall have the same meaning as the term "unsecured protected health information" in 45 CFR 164.402.

2. Permitted Use or Disclosure of PHI.

a. Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function on behalf of Covered Entity with regard to the use and disclosure of, and/or access to, PHI that is required, necessary or desirable for Business Associate to carry out its contractual obligations set forth in the Underlying Services Agreement and/or other business responsibilities on behalf of Covered Entity provided such function would not violate HIPAA if done by Covered Entity. Business Associate may use or disclose PHI as Required by Law.

b. Except as otherwise limited in this Contract, Business Associate is permitted to use and disclose PHI received from Covered Entity if necessary for the proper management and administration of Business Associate, to carry out legal responsibilities of Business Associate, or otherwise in a manner which does not identify individual patients, provided:

i) The disclosure is Required by Law;

ii) The Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached; or

iii) The PHI is de-identified.

c. Business Associate shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of Covered Entity, are consistent with the Minimum Necessary requirement under HIPAA and Covered Entity's Minimum Necessary policies and procedures.

d. Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

- e. Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

3. Business Associate's Obligations:

- a. **Limits on Use and Disclosure.** Business Associate shall not use or further disclose the PHI provided or made available by Covered Entity other than as permitted or required by this Contract, or as Required by Law.
- b. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards, including but not limited to those necessary for compliance with Subpart C of 45 CFR Part 164, to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Contract and shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- c. **Education.** Business Associate shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.
- d. **Policies and Procedures.** Business Associate shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR §164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of Electronic PHI.
- e. **Reports of Improper Use, Disclosure, Security Incident or Breach of Unsecured PHI.** Business Associate shall report to Covered Entity promptly, but no later than five (5) business days after discovery of any access to, use or disclosure of PHI not provided for or allowed by this Contract, or any Security Incident, or Breach of Unsecured PHI of which Business Associate becomes aware. (ref. 45 CFR 164.504(e)(2)(ii)(C), 45 CFR 164.410 and 164.314(a)(2)(i)(C).). With respect to a Breach of Unsecured PHI, Business Associate must include the following information in its report to Covered Entity, but must not delay initial notification of the suspected Breach for purposes of collecting such information:
 - i) To the extent possible, the identity of each Individual whose PHI has been Breached;
 - ii) Brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - iii) Description of the types of Unsecured PHI that were involved in the Breach;

- iv) Steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - v) Brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and
- f. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site, or postal address.
- g. **Subcontractors and Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), anytime Business Associate's Subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of Business Associate, Business Associate shall first enter into a written agreement with the Subcontractor or agent that contains the same terms, conditions and restrictions on the access, use and disclosure of PHI as contained in this Contract. Business Associate shall also ensure that any such Subcontractor or agent to whom Business Associate provides Electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- h. **Right of Access.** Business Associate shall make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.524. In the event Business Associate receives a request for access to PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- i. **Right to Amendment.** Business Associate shall use reasonable efforts to facilitate Covered Entity's obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event Business Associate receives a request to amend such PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- j. **Right to an Accounting.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures of PHI to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. In the event Business Associate receives a request for an accounting directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- k. **HIPAA Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164,

Business Associate shall comply with the requirements of such Subpart that apply to the Covered Entity in the performance of such obligation(s).

- l. Access to Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with HIPAA.
- m. Mitigation Procedures.** Business Associate shall have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Contract and HIPAA.
- n. Sanction Procedures.** Business Associate shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or Subcontractor who violates this Contract or HIPAA.
- o. HITECH Act Compliance.** All provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act, signed into law on February 17, 2009 ("HITECH"), that are made applicable with respect to Covered Entity shall also be applicable to Business Associate, and shall be deemed incorporated herein by reference. In accordance with HITECH and in furtherance of Business Associate's obligations set forth in this Contract, Business Associate shall:

 - i) Comply with sections 45 CFR 164.308; 164.310; 164.312; and 164.316 of the Security Rules.
 - ii) Not use or disclose PHI unless such use or disclosure is in compliance with each applicable requirement of section 45 CFR 164.504(e), provided that Business Associate shall not be in compliance with such section if it knows of a pattern of activity of the Covered Entity that is a material breach or violation of Covered Entity's obligations under this Contract, unless Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Contract or, if termination is not feasible, report the problem to the Secretary.
 - iii) Comply with the applicable minimum necessary rules established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
 - iv) Comply with the rules on marketing and fundraising communications established by HITECH and pursuant to

any applicable regulations promulgated by the Secretary provided however, that Business Associate shall not make any such communications unless specifically authorized by the Covered Entity.

- v) Comply with the rules on restrictions on certain disclosures of PHI requested by Individuals established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- vi) If Business Associate is responsible for providing an Individual access to PHI maintained in an electronic health record, provide such access in accordance with HITECH and any applicable regulations promulgated by the Secretary.
- vii) Comply with the rules on accounting of disclosures of certain PHI maintained in an electronic health record (if Covered Entity uses an electronic health record) established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- viii) Comply with the rules on the sale of PHI established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.

4. Covered Entity's Obligations.

- a. Covered Entity shall notify Business Associate of Covered Entity's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any amendment or restriction to use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the PHI.
- d. Covered entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity (except as set forth in 2(b) and (e) of this Contract).

5. **Property Rights.** The PHI shall be and remain the property of Covered Entity. Business Associate shall acquire no title or rights to the PHI as a result of this Contract.

6. **Independent Entities.** This Contract shall establish no relationship between the Parties other than that of independent contractors. Neither Covered Entity nor Business Associate, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other. None of the provisions of this Contract are intended to create, nor shall they be deemed or construed to create, any partnership, joint venture, or other relationship between the Parties except that of independent contracting entities. Business Associate acknowledges that it has independent obligations to comply with certain HIPAA requirements. Covered Entity does not make any warranties, representations or guarantees that this Contract satisfies Business Associate's independent obligations to comply with HIPAA.

7. **Term and Termination.**

- a. **Term.** The term of this Contract shall commence on the Contract Effective Date, and shall terminate upon termination of the Underlying Services Agreement (or other arrangement between the Parties), or when terminated for cause by the Covered Entity, as set forth below. Business Associate understands that termination for any reason nonetheless requires the further obligations by Business Associate set forth in section 7(c) below.
- b. **Termination for Cause.** Covered Entity shall have the right to immediately terminate this Contract if Covered Entity determines that Business Associate (or its Subcontractor) has violated a material term of this Contract and/or HIPAA and the Business Associate (or its Subcontractor) has not taken steps to cure such material default within thirty (30) days of receipt of the Covered Entity's written notification of such material breach. However, in the event that the default cannot be cured within the 30-day cure period, the 30-day cure period shall be extended for a reasonable additional time to cure such default, provided the Business Associate commences to cure the default within the 30-day cure period and proceeds diligently to affect the cure within such reasonable additional time.
- c. **Effect of Termination.** The obligations of Business Associate to protect the confidentiality of the PHI in its possession and/or known to it, its employees, agents or Subcontractors, shall survive termination of this Contract for any reason. In addition, at the termination of this Contract for any reason, Business Associate shall return, destroy or de-identify (so that the respective information does not identify Individuals) all PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity. If return or destruction of all or part of the PHI is not commercially feasible, Business Associate shall extend the protections of this Contract for as long as necessary to protect the PHI and to limit any further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If Business Associate elects to destroy the PHI it shall certify to Covered Entity

in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, Business Associate shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

8. **Change In Law/Regulation.** In the event that any new laws, regulations, or interpretations of the foregoing are promulgated, the Parties shall use reasonable efforts to promptly amend this Contract to comply with such change without any financial concession.
9. **Amendment.** This Contract may be amended by written agreement of the Parties.
10. **Choice of Law.** This Contract shall be governed by New York law and applicable federal law. The Parties also agree that for purposes of privacy rights, HIPAA shall supersede all applicable state laws, except to the extent such State laws are not preempted.
11. **Injunctive Relief.** Notwithstanding any rights or remedies provided for in this Contract, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of PHI by Business Associate or any agent, Subcontractor or third party that received PHI from Business Associate.
12. **Binding Nature and Assignment.** This Contract shall be binding on, and inure to the benefit of the Parties hereto and their successors and permitted assigns, but neither Party may assign this Contract without the prior written consent of the other (except to any entity controlled by, controlling or under common control with the assigning entity).
13. **Notices.** Whenever under this Contract a Party is required to give notice to the other Party, such notice shall be deemed given if mailed by First Class Certified United States mail, return receipt requested, postage prepaid or hand-delivered, including recognized overnight courier service, with confirmed receipt, and addressed as follows:

BUSINESS ASSOCIATE:

COVERED ENTITY:

PROACT, INC.
6333 Route 298
East Syracuse, NY 13057

CITY OF SYRACUSE
233 E. Washington Street
Syracuse, New York 13202

Attn: David J. Schryver, PharmD.

Attn: Mayor Benjamin R. Walsh


14. **Article Headings.** The article headings used are for referenced and convenience only, and shall not enter into the interpretation of this Contract.

15. Entire Contract. This Contract consists of this document, and constitutes the entire agreement between the Parties with respect to the subject matter herein. There are no understandings or other agreements which are not fully expressed in this Contract, and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Contract supersedes any previous HIPAA business associate agreement between the Parties.

16. Indemnification. Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party harmless for any and all costs, including fines, penalties, interest and reasonable attorneys' fees, related to any claim, liability, suit, or investigation by law enforcement or other governmental or regulatory agency or brought by an Individual related to the wrongful acts or omissions of the Indemnifying Party, its employees, agents or subcontractors, whether intentional or negligent, that violates the HHS Privacy Regulations regarding access to, use of or disclosure of PHI.

IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date first set forth above.

PROACT, INC.


BY _____

David J. Schryver, PharmD


NAME

President

TITLE

4/27/2020
DATE

CITY OF SYRACUSE


BY _____

Benjamin R. Walsh

NAME

Mayor

TITLE

8-27-20
DATE

ATTEST

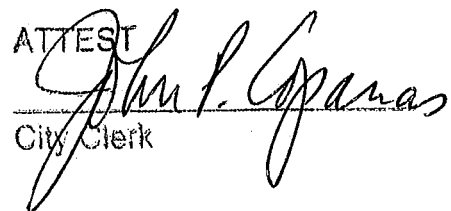

City Clerk

Exhibit C - Performance Guarantees

CATEGORY	STANDARD	PROPOSED FINANCIAL PENALTY
<u>Implementation</u>		
Program Effective Date	Program will be operational by agreed to date.	\$2,000
ID Cards	95% of ID cards will be produced and mailed within ten (10) days of receipt of complete and accurate eligibility information.	\$1,000
Client Agreement	Agreement will be provided to the Client at least forty-five (45) days prior to effective date	\$1,500
<u>Member Services</u>		
Call Answering	At least 95% of eligible members' calls received will be serviced within 30 seconds, with the exception of third party communication system failures	\$500/call max annual penalty: \$1,500
Call Abandonment	Not more than 5% of eligible members' calls will be abandoned, with the exception of third party communication system failures	\$500/call; max annual penalty: \$1,500
Satisfaction Survey	An annual member survey will be completed. An overall 95% member satisfaction response is guaranteed	\$1,500 total penalty
Written Inquiries	95% of written inquiries will be responded to within five (5) business days and 100% will be responded to within ten (10) business days	\$500/inquiry; max annual penalty: \$1,500
<u>Financial</u>		
Pharmacy Pricing	100% of participating pharmacies will adhere to "lesser of" pricing	\$250

<u>Administration</u>		
Eligibility Posting	98% of electronically transmitted eligibility updates posted within one (1) business day after receipt in specified format and 100% posted within two (2) business days	\$500/day; max annual penalty: \$2,000
Claim Payment Accuracy	Claims payment accuracy will be at least 99%	\$500
Mail Order Accuracy	99.9% of all prescriptions mailed to the Client's eligible persons shall be dispensed with the correct drug strength and dosage form	\$500
Mail Order Turnaround	95% or more of all orders filled from "clean" prescriptions not requiring pharmacy intervention will be mailed within four (4) business days of the date of receipt	\$500 per % point below the standard; max penalty \$1,500
Specialty Turnaround	95% or more of all orders filled from "clean" prescriptions not requiring pharmacy intervention at Noble Health Services will be mailed within twenty-four (24) hours of the time of receipt	\$500 per % point below the standard; max penalty \$1,500
System Availability	Systems needed for access by contracted pharmacies will be available 99.5% of scheduled time	\$500
Systems Response	Systems used by contracted pharmacies will respond to electronic transactions from contracted pharmacies in two (2) seconds or less	\$500
<u>Reporting</u>		
Timeliness	All standard reports will be distributed to the Client within thirty (30) days of the end of the cycle	\$500
Interpretation / Analysis	Analyze data and meet with the Client on at least a quarterly basis	\$500

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 676-2019 AS LAST AMENDED BY
ORDINANCE NO. 79-2021 AUTHORIZING A
CONTRACT WITH CPI-HR RELATIVE TO
PROVIDING AFFORDABLE CARE ACT
CONSULTING AND DASHBOARD ACCESS
SERVICES**

BE IT ORDAINED, that Ordinance No. 676-2019 as last amended by Ordinance No. 79-2021 is hereby amended to read as follows:

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the Request for Proposal Process and approved the retention of CPI-HR, under the following terms:

(1) CPI-HR shall provide all required Affordable Care Act consulting and dashboard access services, including but not limited to education and guidance, employee tracking information and services, cadillac tax assistance, dashboard access, and financial impact consulting;

(2) This contract shall be for a period of one year effective as of the date the agreement is fully executed; this contract was previously extended for an additional one-year period through 2021 and is hereby extended for an additional one-year period effective September 19, 2021 through September 19, 2022; and

(3) The City shall pay to CPI-HR an amount not to exceed the sum of \$19,000.00 for all services under this amended agreement and payments shall be made in four (4) quarterly installments, (due as of October 15, 2021, February 15, 2021, May 15, 2021, and August 15, 2022);

NOW, THEREFORE

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such amended contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #590601.01.90600 or another appropriate account as designated by the Commissioner of Finance.

_____ = new material



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 3, 2021

Donna D. Briscoe
Director

Mr. John Copanas
City Clerk
231 City Hall
Syracuse, New York

RE: Legislation Amending Ordinance #79-2021 with CPI-HR

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council meeting amending Ordinance #79-2021, authorizing the 2021 contract with CPI-HR, for Affordable Care Act ("ACA") consulting & dashboard access services, to extend all services through September 19, 2022.

Term of Contract: One (1) year contract, effective September 20, 2021 to September 19, 2022.

Attached please find an ACA Assistance Agreement from CPI-HR offering the City ACA consulting and dashboard access services for a one-year period. Exhibit I describes the services, including, but not limited to: education and guidance, employee tracking information and services, Cadillac tax assistance, dashboard access, and financial impact consulting.

Due to the potential for significant penalties for improper filing of ACA 1094 & 1095 forms, the necessity of accurate reporting and offer of coverage requirements; as well as the necessity of being able to track full-time equivalent employees in compliance with the ACA measurement methods, I recommend we amend Ordinance #79-2021 for ACA consulting and dashboard access services with CPI-HR for 2021, a one-year period. The amount shall not exceed \$19,000.00 for all services, payable in four (4) quarterly installments due on 10/15/2021, 2/15/2021, 5/15/2022 and 8/15/2022.

The expenditures for this proposed one year period would be paid from Budget Account #590601.01.90600.

Office of Personnel &
Labor Relations
233 E Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net

Sincerely,


Donna D. Briscoe
Director of Personnel & Labor Relations

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: December 6, 2021
SUBJECT: Amend Agreement- CPI-HR

Timothy M. Rudd
Director

The Office of Personnel & Labor Relations is requesting to amend Ordinance #79-2021, authorizing the 2021 contract with CPI-HR, for Affordable Care Act ("ACA") consulting and dashboard access services, to extend all services through September 19, 2022.

Julie Castellitto
Assistant Director


Term of Contract: One (1) year contract, effective September 20, 2021 to September 19, 2022.

Attached please find an ACA Assistance Agreement from CPI-HR offering the City ACA consulting and dashboard access services for a one-year period. Exhibit I describes the services, including, but not limited to: education and guidance, employee tracking information and services, Cadillac tax assistance, dashboard access, and financial impact consulting.

Due to the potential for significant penalties for improper filing of ACA 1094 & 1095 forms, the necessity of accurate reporting and offer of coverage requirements; as well as the necessity of being able to track full-time equivalent employees in compliance with the ACA measurement methods, the Department of Personnel recommends the City amend Ordinance #79-2021 for ACA consulting and dashboard access services with CPI-HR for 2021, a one-year period. The amount shall not exceed \$19,000 for all services payable in four (4) quarterly installments due on 10/15/2021, 2/15/2021, 5/15/2022 and 8/15/2022.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



This ACA Assistance agreement ("Agreement") is made September 20, 2021 (the "Effective Date") by and between City of Syracuse, (the "Client") and Corporate Plans, Inc. d/b/a as CPI-HR (the "Company").

Whereas, Client wishes to obtain the services described in Exhibit I from the Company on the terms as set forth herein; and

Whereas, Company wishes to provide such services to Client on the terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed, the parties hereto hereby agree as follow:

1. Scope of Services to be provided by Company. Company will provide the services described on Exhibit I (the "Services") to the Client with respect to the Patient Protection and Affordable Care Act ("ACA").
2. Fees. Client will pay to the Company the fees set forth on Exhibit II, as and when described in Exhibit II. It is acknowledged and understood that Client is solely and exclusively responsible for all taxes, fees and other assessments incurred by it under the ACA.
3. Term. This Agreement shall remain in effect until the first anniversary of the Effective Date, unless earlier terminated as described below; the term of this Agreement will thereafter automatically be extended for an additional term of one (1) year on each anniversary of the Effective Date, unless either party notifies the other, in writing, of its intention to terminate the Agreement as of the next anniversary of the Effective Date, which notice shall be delivered at least thirty (30) days prior to each anniversary of the Effective Date. The term of this Agreement as extended (if applicable) is referred to herein as the "Term." Notwithstanding the foregoing, the Agreement shall terminate immediately upon (i) breach of the Agreement that is not cured (if susceptible to cure) within five (5) business days or (ii) if the Services include access to the Dashboard (as defined on Exhibit I), the date the Company's license to access the Dashboard is terminated. Otherwise, either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other. Notice of termination must be in writing and delivered by certified mail, return receipt requested or overnight carrier to the party's address of record.
4. Personnel. The Company is performing its Services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. Company will assign its personnel according to the needs of the Client as the Company determines. Company retains the right to substitute personnel.
5. Client's Responsibility. Client will make available such information as may be reasonably requested for Company to perform the services contemplated herein, in a format as reasonably requested by Company. Such information will be provided promptly and will be correct and complete. Without in any way limiting any other provision of this Agreement, Client shall be solely and exclusively

responsible for the accuracy of all data provided to Company and shall indemnify Company and hold the Company harmless from any claims arising out of or related to the use of inaccurate data, including without limitation data Company re-formats on behalf of Client that is provided in a format that is inconsistent with Company's systems.

6. Not Legal Services. Client acknowledges, understands and agrees that neither the Company nor any consultant providing Services are engaged in the practice of law. The Dashboard does not provide legal services. The Services are not and shall not be deemed to be the provision of legal, tax, financial or similar advice of any kind. Client hereby represents and confirms that for all legal issues arising out of or related to the Services Client will consult with its own legal counsel and is not relying on the Company nor any of its employees or agents to provide legal advice. Company is not responsible for any advice, guidance or support provided to Client by any other entity or third party.

7. Confidentiality. All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party shall not disclose the Confidential Information of the disclosing party and will use at least the same degree of discretion and diligence in protecting such Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. For these purposes, Confidential Information will include but is not limited to, software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects, and other business information, and User Information); provided, however, that Confidential Information does not include any data or information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient prior to disclosure by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Neither party will disclose, release or otherwise make available to any third party Confidential Information of the other party except in order to perform its obligations pursuant to this Agreement. The confidentiality obligations of each party shall survive the termination of this Agreement.

8. DISCLAIMERS. THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT OF THE SERVICES CONTEMPLATED HEREIN BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE ACA. THE COMPANY WILL ENDEAVOR TO REMAIN UPDATED ON NEW DEVELOPMENTS IN THE ACA. THE COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL SERVICES NOR HIRE LAWYERS TRAINED IN THE INTERPRETATION OF THE LAW. THE SERVICES PROVIDED ARE NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CLIENT'S LAWYERS, ACTUARIES AND ADVISORS. A CHANGE IN DATA OR ASSUMPTIONS IS LIKELY TO YIELD A DIFFERENT OUTCOME. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT AND NOT THE COMPANY IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL ASPECTS OF COMPLIANCE WITH THE ACA.

9. WARRANTY. The SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY OF THE SERVICES; AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE OR THAT ANY SYSTEMS USED BY THE COMPANY IN DELIVERING THE CONTEMPLATED SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

10. Limitation of Liability; Indemnification. Neither the Company nor its affiliates, officers, directors, employees or agents shall be liable under any claim, demand or action arising out of or relating to Client's reliance upon the information provided as part of the services contemplated herein. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including, without limitation, damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed, as to any claim, the fee referenced in Section 2 and actually paid to the Company, and, in the aggregate, ten thousand dollars (\$10,000). Client agrees to indemnify and hold the Company, its affiliates, officers, directors, employees and agents harmless from any claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or relating to Client's use of the Services.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.

12. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.

13. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.

14. Successors and Assigns. This Agreement is binding upon the successors and assigns of the parties hereto. The Company may assign this Agreement to an affiliate or a successor in interest upon written notice to the Client.

15. Notices. Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service,

where receipt is given, and addressed to such party at its last address appearing in the records of the party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

16. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of Ohio, without regard to principles of conflicts of law. Venue for any action under this Agreement shall be in the state or federal courts located in Cleveland, OH. User consents to such jurisdiction and will not challenge jurisdiction on any grounds including without limitation forum non conveniens.

17. Entire Agreement. This Agreement contains the entire Agreement between the Company and User related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All schedules and exhibits hereto are intended to be and hereby are specifically made a part of this Agreement.

18. Third-Party Beneficiaries. No provision of this Agreement shall confer upon any person, including but not limited to, Clients, other than the parties hereto any rights or remedies hereunder.

[City of Syracuse]

Corporate Plans, Inc. d/b/a CPI-HR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit I

Services

If "ACA Consulting" or "ACA Consulting and Dashboard Access" is selected above, the Services will include ACA Consulting Services, in accordance with the following:

I. Education and ACA Guidance—the Company will:

o Provide guidance and general education to those employees of the Client whom Client identifies on the general requirements of the ACA (including the regulatory and sub-regulatory guidance promulgated thereunder);

o Recommend general ACA compliance strategies, including the development of an ACA compliance action plan;

- o Develop generally accepted practices and procedures for ACA compliance;
 - o Provide, as applicable, guidance on updates to ACA legislation and regulatory and sub-regulatory guidance as the same may be received by the Company; and
 - o Provide general guidance support with respect to questions under the ACA.
- II. Employee tracking information and services—electronic ACA software platform designed to:
- o Provide guidance on variable hour employee measurements (standard measurement, administrative and stability periods);
 - o Provide guidance on regulatory tracking and filing requirements under the ACA;
 - o Assist Client with the development of a system to track group health insurance plan eligibility using tracking system and payroll information provided by Client;
 - o Provide Client access to historical data and reports; and
 - o Assist client with the timely filing of forms required by Code Sections 6055 and 6056 (1094 & 1095 reporting). We will deliver a printable version of the 1095's. Option for print and mail is available and is outlined in the "Fee" section.
- III. Union education meetings—assist with union relationships related to ACA compliance:
- o Meet with Union representatives on a quarterly basis to address ACA and plan education concerns;
 - o Provide non-legal guidance on ACA compliance issues that arise in collective bargaining agreements;
 - o Assist Client with strategy for Union Negotiations relative to ACA compliance
- IV. Financial Impact Consulting—
- o Consult with Client concerning ACA questions and concerns;
 - o Examine the cost of penalties versus providing coverage;
 - o Estimate the potential cost for covering a higher number of participants on the plan;
 - o Project financial impacts of those who become eligible; and
 - o Discuss market alternatives for minimum value plan for variable hour employees.

If "Dashboard Access" or "ACA Consulting and Dashboard Access" is selected above, the Services will include Dashboard Access, in accordance with the following:

I. Dashboard Access:

- o Access to a proprietary web-based application which assists users in compliance with employee tracking and other provisions of the ACA (referred to herein as the "Dashboard");
- o Access shall be granted via a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dashboard on the Dashboard website;
- o Access will include access to ACA-related content and updates;
- o Client will be able to generate reports ("Reports") that will assist them in analyzing the impact of the ACA on its business (in the case of a client that is an agency or broker ("Agency"), for its Clients;
- o The license to access the Dashboard may not be licensed or sub-licensed and Client will not permit any third-party to access the Dashboard;
- o Client is solely responsible for furnishing any and all equipment required to access the Dashboard; Services beyond Dashboard access (e.g., actuarial and consulting services in connection with reviewing Reports) shall be subject to an additional charge, which shall be agreed to in writing by Client and the Company.

II. Restrictions.

- o Unless otherwise agreed, Client may not (i) use, copy, reproduce, publish, upload, post, transmit, commercialize, distribute, modify or transfer the Dashboard or any content provided thereon; (ii) reverse engineer, disassemble, decompile, or translate the Dashboard, or otherwise attempt to derive the source code of the Dashboard, modify or create derivative works of the Dashboard or any updates thereof, or authorize any third party to do any of the foregoing; (iii) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with, the Dashboard; or (iv) rent, lease, loan, resell for profit, distribute, sublicense or use the Dashboard in a time-sharing arrangement;
- o Dashboard and Report usage is subject to the terms of use set out at the Company's website and the Company's privacy policy, as it may be amended and which is available at the Company's website;
- o Client will keep intact, and will not obscure, alter or remove any copyright and proprietary notices attached to the Dashboard and the Reports without the Company's prior written consent.

Exhibit II

ACA Consulting Services

Client will pay the Company **\$19,000** for the ACA Consulting Services described in Exhibit I, which will be provided during the first year of the Term. This fee is payable in four (4) quarterly installment payments, due on 10/15/21, 2/15/22, 5/15/22 and 8/15/22. We will deliver the 1095's in a PDF format to the City to print and mail. The 1094 will be electronically filed by CPIHR on the City's behalf and a copy of the filing will be delivered to the City for its records.

General Payment Terms

Payment is due upon receipt of an invoice (for Dashboard access) and/or on the date(s) listed above for ACA Consulting Services. Accounts are delinquent if not paid within thirty (30) days. In the event any balance is delinquent, the Company may recover the amounts due, with interest at 1% per month and may terminate all Services (including Client's access to the Dashboard) without further notice.

Client shall be solely and exclusively responsible for all fees, assessments, taxes, penalties or other amounts due of whatever kind or nature attributable to any Report.

In the event this Agreement is terminated prior to the one year anniversary of the Effective Date of this Agreement and the Services include access to the Dashboard, Client shall repay to the Company all costs incurred by the Company in setting up Client's access to the Dashboard. Upon any termination of this Agreement, client will shall promptly pay promptly to the Company all amounts due under the Agreement and shall not be entitled to a refund of any amounts paid prior to the date of the termination.

Fees for any renewed Term shall be on the same terms as provided in this Exhibit II, unless both parties sign an amendment to this Exhibit II.

**ORDINANCE AMENDING ORDINANCE
NO. 226-2019 AS LAST AMENDED BY
ORDINANCE NO. 364-2020 AUTHORIZING
CONTRACT WITH GHD CONSULTING
SERVICES INC. RELATIVE TO PROVIDING GIS
CENTRIC COMPUTERIZED MAINTENANCE
MANAGEMENT SYSTEM SOFTWARE AND
PARTNER RELATED SERVICES**

BE IT ORDAINED, that Ordinance No. 226-2019 as last amended by Ordinance No. 364-2020 is hereby amended to read as follows:

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has approved the retention of GHD Consulting Services Inc. ("GHD"), under the following terms:

(1) GHD shall provide GIS Centric Computerized Maintenance Management System (CMMS) Software and Partner Related Services for the Water Department to assist them in tracking and maintaining the various maintenance operations for City water infrastructure;

(2) The City shall pay to GHD a total amount not to exceed \$334,848.00 for all services under this amended agreement which is hereby extended to run through December 31, 2020; the agreement is hereby further extended to run through June 30, 2022; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such amended contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that \$158,000.00 of the costs associated with the agreement shall be charged to Capital Account (599805) 05.83405.501563000 and the remaining amount of \$151,848.00 charged to FY 2019/2020 Operating Account 05.83400.541500; with the increased cost of \$25,000.00 charged to FY 2020/2021 Operating Account 05.83400.541500; with the cost for all services to be provided under the June 30, 2022, extension period to be charged to FY 2021/2022 Operating Account #05.83400.541500.

_____ = new material



DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE
Commissioner

December 3, 2021

John D. Walsh
Deputy Commissioner

Mr. John P. Copanas
City Clerk
Room 231 City Hall
Syracuse, New York 13202

RE: Computerized Maintenance Management System (CMMS)
Amendment - Water Department

Dear Mr. Copanas:

Please prepare legislation for consideration at the next meeting of the Common council to amend ordinance 364-2020 "Ordinance authorizing contract with GHD relative to providing CMMS and partner related services" GHD will assist the Water Department to track and maintain the various maintenance operations for City water infrastructure. This software implementation will help efficiently and effectively manage their assets. Please extend the contract until June 30, 2022. All costs associated with this will be charged to FY 21/22 Operating Account 05.83400.541500. The contract is currently not to exceed \$334,848.

The Request for Proposal committee met to review the various proposals received taking into account: personnel, references, experience and fee. It was the majority decision of the selection committee to recommend GHD. This recommendation is based upon the program they have proposed, along with their experience and reputation, which qualifies them to fulfill the contract as specified.

Department Of Water
101 N. Beech Street
Syracuse, N.Y. 13210

Please call me if you have any questions.

Office 315 448-8340
Fax 315 473-2608
Emergency 24 Hours
315 448-8360

Sincerely,


Joseph Awald, P.E.
Commissioner of Water



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: December 6, 2021
SUBJECT: Amend Ordinance – GHD


Julie Castellitto
Assistant Director

On behalf of the Department of Water, I am requesting that the City of Syracuse amend ordinance #364-2020 authorizing a contract with GHD relative to providing Computerized Maintenance Management Systems (CMMS) and partner related services. GHD will assist the Water Department to track and maintain the various maintenance operations for City water infrastructure. This software implementation will help efficiently and effectively manage their assets. Please extend the contract until June 30, 2022. All costs associated with this will be charged to FY 21/22 Operating Account 05.83400.541500. The contract is currently not to exceed \$334,848.

The Request for Proposal committee met to review the various proposals received taking into account: personnel, references, experience and fee. It was the majority decision of the selection committee to recommend GHD. This recommendation is based upon the program they have proposed, along with their experience and reputation, which qualifies them to fulfill the contract as specified.

Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

cc: File

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 41-2020 AS LAST AMENDED BY
ORDINANCE NO. 613-2021 AUTHORIZING AN
AGREEMENT WITH MOVE ALONG,
INCORPORATED TO PROVIDE SERVICES
RELATIVE TO THE OPERATION OF A VARIETY
OF ADAPTIVE SPORTS AND OTHER
RECREATIONAL OPPORTUNITIES ON BEHALF
OF THE DEPARTMENT OF PARKS,
RECREATION AND YOUTH PROGRAMS**

BE IT ORDAINED, that Ordinance No. 41-2020 as last amended by Ordinance No. 613-2021 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and hereby is authorized to enter into an agreement with Move Along, Incorporated for services relative to the operation of a variety of adaptive sports and other recreational opportunities on behalf of the Department of Parks, Recreation and Youth Programs; this agreement covers the provision of an activity coordinator, additional instructional staff and volunteers as needed, all necessary adaptive sports equipment, and related logistics for creating instructional and recreational play opportunities for both youth and adults in a variety of sports; the Department of Parks, Recreation and Youth Programs will provide both indoor and outdoor facilities, staff assistance, and general marketing efforts to assisting generating interest and enrollment; and

BE IT FURTHER ORDAINED, there shall be no cost to the City for the services provided pursuant to this agreement; and

BE IT FURTHER ORDAINED, that the agreement shall be for a term effective as of the date of execution through December 31, 2020 with the option of two (2) additional one year renewal periods subject to the approval of the Mayor and the Common Council; the agreement is

hereby renewed for the first one (1) year renewal period through December 31, 2021;the agreement
is hereby renewed for the second one (1) year renewal period through December 31, 2022; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and
conditions as the Corporation Counsel shall deem in the best interest of the City of
Syracuse.



20

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 2, 2021

Julie LaFave
Commissioner

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Agreement Extension – Move Along

Dear Mr. Copanas,

Please prepare legislation for the next Common Council Meeting to amend Ordinance 41/2020, to authorize the second of two (2) renewal option to Move Along, Incorporated, for organizing a variety of adaptive sports opportunities in city parks facilities.

The Agreement extension shall be effective the date signatures are affixed to the agreement extension, through December 31, 2022. There is no cost to the City of Syracuse for services under this agreement.

If you have any questions regarding this agreement, please contact our office.

Sincerely,

Julie LaFave
Commissioner

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513


www.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: December 3, 2021
SUBJECT: Amend Agreement with Move Along, Incorporated


Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse amend ordinance #41-2020, to authorize the second of two (2) one year renewal options to **Move Along, Incorporated**, for organizing a variety of adaptive sports opportunities in city parks facilities.

The agreement extension shall be effective the date signatures are affixed to the agreement extension through December 31, 2022.. There is no cost to the City of Syracuse for services under this agreement.

If you agree to enter into this agreement with **Move Along, Incorporated** indicate by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING A LICENSE
AGREEMENT WITH THE AMERICAN SOCIETY
OF COMPOSERS, AUTHORS AND PUBLISHERS
(ASCAP) FOR THE CITY'S ANNUAL LICENSE
TO PLAY COPYRIGHTED MUSIC AT VARIOUS
CITY FACILITIES DURING 2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Commissioner of Parks, Recreation and Youth Programs be and she hereby is authorized to enter into a license agreement with the American Society of Composers, Authors and Publishers (ASCAP) for performances of copyrighted music at the City's various Parks Department facilities; and

BE IT FURTHER ORDAINED, that said license agreement will cover the period January 1, 2022 through December 31, 2022; and

BE IT FURTHER ORDAINED, that said license agreement shall have a not to exceed cost of \$2,000.00 to be charged to Account #540552.01.71400 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that said license agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



21

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

December 3, 2021

Mr. John Copanas, City Clerk
Room 231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for the next Common Council meeting to allow the Department of Parks, Recreation and Youth Programs to authorize payment to **ASCAP (American Society of Composers, Authors and Publishers)** not to exceed \$2,000.00 for our annual license to play copyrighted music at our facilities. The license will go from Jan. 1, 2022, to Dec. 31, 2022. Funds will be charged to Account 540552.01.71400.

If you have any questions or comments regarding this, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "JLafave", is written over a faint horizontal line.

Julie LaFave
Commissioner

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director


Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: December 3, 2021
SUBJECT: License Agreement with American Society of Composers, Authors and Publishers (ASCAP)

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into a license agreement with **American Society of Composers, Authors and Publishers (ASCAP)** not to exceed \$2,000.00 for our annual license to play copyrighted music at our facilities. The license will go from January 1, 2022 to December 31, 2022. Funds will be charged to Account #540552.01.71400.

If you agree to enter into this agreement, please indicate so by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021
Date

cc: File

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No.

2021

**ORDINANCE AUTHORIZING A LICENSE
AGREEMENT WITH THE SOCIETY OF
EUROPEAN STAGE AUTHORS AND
COMPOSERS (SESAC) FOR THE CITY'S
ANNUAL LICENSE TO PLAY COPYRIGHTED
MUSIC AT THE CITY'S ICE RINKS, PARK
FACILITIES, SPECIAL EVENTS AND OTHER
PUBLIC FACILITIES DURING 2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Commissioner of Parks, Recreation, and Youth Programs be and she is hereby authorized to enter into a license agreement with the SESAC for performances of copyrighted music at the City's ice rinks, park facilities, special events, and other public facilities; and

BE IT FURTHER ORDAINED, that said license agreement will cover the period January 1, 2022 through December 31, 2022; and

BE IT FURTHER ORDAINED, that said license agreement shall have a not to exceed cost of \$2,700.00 to be charged to Account #540552.01.71400 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that said license agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



22

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

December 3, 2021

Mr. John Copanas, City Clerk
Room 231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for the next Common Council meeting to authorize the Department of Parks, Recreation and Youth Programs to authorize payment to enter into a license agreement with **SESAC (The Society of European Stage Authors and Composers)** to play copyrighted music at the Department's various facilities. The license fee will not exceed \$2,700.00 and will go from Jan. 1, 2022 to Dec. 31, 2022. Funds will be charged to Account 540552.01.71400.

If you have any questions or comments regarding this, please contact our office.

Sincerely,

Julie LaFave

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513


www.syrgov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director


TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: December 3, 2021
SUBJECT: License Agreement with the Society of European Stage Authors and Composers (SESAC)

Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into a license agreement with **The Society of European Stage Authors and Composers (SESAC)** to play copyrighted music at the Department's various facilities. The license fee will not exceed \$2,700.00 and will be effective January 1, 2022 to December 31, 2022. Funds will be charged to Account # 540552.01.71400.

If you agree to enter into this agreement with **The Society of European Stage Authors and Composers**, please indicate so by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021

Date

cc: File

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING CONTRACT
WITH BARKS & REC, LLC, WITHOUT
ADVERTISING OR COMPETITIVE BIDDING,
RELATIVE TO PROVIDING ANIMAL SHELTER
SERVICES AND BASIC VETERINARY CARE
SERVICES, INCLUDING VACCINATION
SERVICES, FOR THE CITY OF SYRACUSE**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Barks & Rec, LLC, under the following terms:

(1) Barks & Rec, LLC shall provide required animal shelter services, basic veterinary care services, including vaccination services for the City of Syracuse, for all dogs dropped off by City of Syracuse Dog Control and/or the Syracuse Police Department;

(2) The term of the contract shall be for a one-year period, effective January 1, 2022 through December 31, 2022, with the option of two (2) one year renewal periods for January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024 subject to the approval of the Mayor and the Common Council;

(3) The City shall pay to Barks & Rec, LLC an amount not to exceed \$75,000.00 for all services to be provided under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #541500.01.35100 or another appropriate account as designated by the Commissioner of Finance.



23

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

December 3, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

Mr. John Copanas
City Clerk
City Hall
Syracuse, New York

Re: Legislation for a Waiver of Competitive Bid – Barks & Recs, LLC

Dear Mr. Copanas:

On behalf of the Department of Parks, Recreation and Youth programs, please prepare legislation to be introduced at the next Common Council Meeting authorizing a waiver of competitive bid to enter into an agreement with Barks & Recs, LLC.

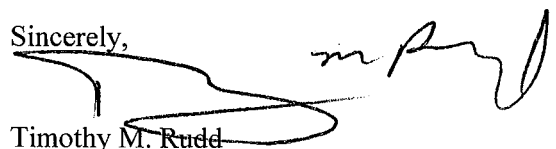
Barks & Rec, LLC will provide shelter services, basic veterinary care, vaccinations, etc for all dogs dropped off by City of Syracuse Dog Control and Syracuse Police Department.

The terms of the contract will be from January 1, 2022 to December 31, 2022, with 2 one-year contract renewal options for January 1, 2023 to December 31, 2023 and January 1, 2024 to December 31, 2024.

The cost of the annual contract will not exceed \$75,000. All expenditures will be charged to account #541500.01.35100.

Thank you.

Sincerely,


Timothy M. Rudd
Director of Management & Budget

12-6-21

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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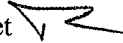
10
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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: December 3, 2021
SUBJECT: Waiver of Competitive Bid – Agreement with Barks & Rec, LLC

Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting a waiver of competitive bid and to enter into an agreement with **Barks & Rec, LLC**.


Barks & Rec, LLC will provide shelter services, basic veterinary care, vaccinations, etc for all dogs dropped off by City of Syracuse Dog Control and Syracuse Police Department.

The terms of the contract will be from January 1, 2022 to December 31, 2022, with 2 one-year contract renewal options for January 1, 2023 to December 31, 2023 and January 1, 2024 to December 31, 2024.

The cost of the annual contract will not exceed \$75,000. All expenditures will be charged to account #541500.01.35100.

Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021

Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 3, 2021

Julie LaFave
Commissioner

Tim Rudd
Office of Management and Budget Director
City of Syracuse
233 E Washington St, Room 213
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Tim Rudd:

I hereby request that you take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to authorize a waiver of competitive bid for the City of Syracuse to enter into agreement with Barks & Rec, LLC.

Barks & Rec, LLC will provide shelter services, basic veterinary care, vaccinations, etc for all dogs dropped off by City of Syracuse Dog Control and Syracuse Police Department.

The terms of the contract will be from January 1, 2022 to December 31, 2022, with 2 one-year contract renewal options for January 1, 2023 to December 31, 2023 and January 1, 2024 to December 31, 2024.

The cost of the annual contract will not exceed \$75,000. All expenditures will be charged to account #541500.01.35100.

Please contact me if you have any questions.

Sincerely,

Julie LaFave
Commissioner

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF EMERGENCY VETERINARY
SERVICES FOR THE DEPARTMENT OF PARKS,
RECREATION & YOUTH PROGRAMS**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of emergency veterinary services, euthanasia of severely injured and/or suffering animals and necropsies from Veterinary Medical Center of CNY for the Department of Parks, Recreation & Youth Programs at a cost not to exceed \$18,000.00 for all services without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item as Veterinary Medical Center of CNY (previously Animal Emergency Clinic) has been the provider for several years and is the sole source for providing evening emergency care for animals in the Syracuse area; and

BE IT FURTHER ORDAINED, that the initial term of the contract shall be for the period of January 1, 2022 through June 30, 2022 with the option of two (2) additional one year extensions for the periods of July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 subject to the approval of the Mayor and Common Council;

BE IT FURTHER ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form, execution; and

BE IT FURTHER ORDAINED, that all costs associated with the purchase of emergency veterinary services shall be charged to the following accounts: \$15,000 shall be charged to Budget Account # 35100.01.541500 or another appropriate account as designated by the Commissioner of Finance and \$3,000 shall be charged to Budget Account # 31230.01.541500 or another appropriate

account as designated by the Commissioner of Finance.



24

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

December 6, 2021

Timothy M. Rudd
Director

Mr. John Copanas
City Clerk
231 City Hall
Syracuse, New York 13202

Julie Castellitto
Assistant Director

Re: Legislation of a Waiver of Competitive Bid – Veterinary Medical Center of CNY

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council meeting authorizing a waiver of competitive bidding and formal advertising to enter into an agreement with Veterinary Emergency Services to Veterinary Medical Center of CNY on behalf of the Department of Parks, Recreation and Youth Programs.

This waiver will cover the time period of January 1, 2022 – June 30, 2022 with an additional two one-year extension periods of July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024, at the approval of the Mayor and Common Council.

Veterinary Medical Center of CNY has been providing dependable and satisfactory service over a number of years and due to the fact that they have been the sole source for providing evening emergency care for animals, it is recommended that they continue to provide these service, which includes cleansing and disinfecting wounds and abrasions; relieving pain through medication and analgesics; intravenous fluids, if needed; and euthanasia of severely injured and/or suffering animals with unknown owners and necropsy in extreme cases.

The cost of this contract will not exceed \$18,000. Expenditures will be charged to the following accounts:

\$15,000 to Account #35100.01.541500

\$3,000 to Account #31230.01.541500

Thank you.

Sincerely,

12-6-21

Timothy M. Rudd
Director of Management & Budget

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: December 6, 2021
SUBJECT: Agreement – Veterinary Medical Center of CNY (VMC)

Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting a waiver of competitive bidding and formal advertising to enter into an agreement with Veterinary Medical Center of CNY (VMC).

The waiver will cover the time period from January 1, 2022 – June 30, 2022 with an additional two one-year extension periods of July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024, at the approval of the Mayor and Common Council.

Veterinary Medical Center of CNY has been providing dependable and satisfactory service over a number of years and due to the fact that they have been the sole source for providing evening emergency care for animals, it is recommended that they continue to provide these service, which includes cleansing and disinfecting wounds and abrasions; relieving pain through medication and analgesics; intravenous fluids, if needed; and euthanasia of severely injured and/or suffering animals with unknown owners and necropsy in extreme cases.

The cost of this contract will not exceed \$18,000. Expenditures will be charged to the following accounts:

\$15,000 to Account #35100.01.541500
\$3,000 to Account #31230.01.541500

Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov

Mayor Ben Walsh
City of Syracuse, New York

/tm

DEC 08 2021

Date



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

December 3, 2021

Ms. Tim Rudd
Director of Management and Budget
Division of Purchase
213 City Hall
Syracuse, New York 13202

Re: Waiver of Competitive Bid - Veterinary Medical Center of CNY

Dear Mr. Rudd:

Please prepare legislation for the next Common Council Meeting for a waiver of competitive bidding and formal advertising for Veterinary Emergency Services to Veterinary Medical Center of CNY on behalf of the Department of Parks, Recreation and Youth Programs.

This waiver will cover the time period from January 1, 2022 – June 30, 2022 with an additional two one-year extension periods of July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024, at the approval of the Mayor and Common Council.

Veterinary Medical Center of CNY has been providing dependable and satisfactory service over a number of years and due to the fact that they have been the sole source for providing evening emergency care for animals, it is recommended that they continue to provide these services, which includes cleansing and disinfecting wounds and abrasions; relieving pain through medication and analgesics; intravenous fluids, if needed; and euthanasia of severely injured and/or suffering animals with unknown owners and necropsy in extreme cases.

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net

The cost of this contract will not be exceed \$18,000. Expenditures will be charged to the following accounts

\$15,000 to # 35100.01.541500

\$3,000 to # 31230.01.541500

Sincerely,

Julie LaFave
Commissioner

Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND
SYRACUSE SELECT BASKETBALL, LLC
RELATIVE TO THE USE OF THE SYRACUSE
SELECT SPORTS COMPLEX LOCATED AT 201
HAMILTON STREET, SYRACUSE, NEW YORK
FOR VARIOUS EVENTS ASSOCIATED WITH
THE SYRACUSE POLICE ATHLETIC LEAGUE
DURING FISCAL YEAR 2021/2022**

WHEREAS, the Syracuse Police Department has requested that this Common Council authorize an agreement with Syracuse Select Basketball, LLC relative to the use of the Syracuse Select Sports Complex located at 201 Hamilton Street, Syracuse, New York, for various events associated with the Syracuse Police Athletic League (PAL) during Fiscal Year 2021/2022;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute an agreement under the following terms:

1. Pursuant to this agreement the City of Syracuse shall be able to use the Syracuse Select Sports Complex, located at 201 Hamilton Street, Syracuse, New York 13204, for various events associated with the Syracuse Police Athletic League during Fiscal Year 2021/2022;
2. The cost to the City for use of the Syracuse Select Sports Complex shall not exceed \$9,240.00;

; and

BE IT FURTHER ORDAINED, that said lease agreement shall be subject to the approval of the Corporation Counsel as to terms, form and content; and

BE IT FURTHER ORDAINED, that all costs associated with this Agreement shall be charged to Budget Account # 540552.01.31231 or another appropriate account as designated by the Commissioner of Finance.

1st Deputy Chief
Joseph Cecile



25
Deputy Chiefs
Derek McGork
Richard Shoff, Jr.
Richard H. Trudell

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

December 2, 2021

John Copanas
City Clerk
233 E. Washington St. Suite 231
Syracuse, New York 13202

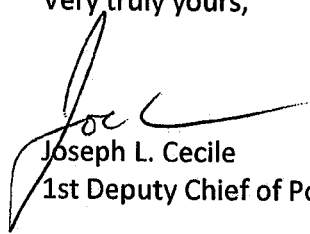
Request for legislation: **To approve use of Syracuse Select Sports Complex by the Syracuse Police Athletic League**

Dear Mr. Copanas:

Please prepare legislation for the next regularly scheduled Common Council meeting on behalf of the Police Department to authorize the use of the Syracuse Select Sports Complex (operated by Syracuse Select Basketball, LLC), located at 201 Hamilton Street, Syracuse, NY 13204, for various events related to the Syracuse Police Athletic League. These events will be held on dates to be determined during fiscal year 21/22.

Charges not to exceed \$9,240 will be paid from account 540552.01.31231.

Very truly yours,


Joseph L. Cecile
1st Deputy Chief of Police

Policing the Community through partnerships, prevention, and problem-solving.

511 South State Street, Syracuse, NY 13202

315.442.5250

www.syracusepolice.org

13



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: December 6, 2021
SUBJECT: Agreement with Syracuse Select Basketball, LLC.

Julie Castellitto
Assistant Director

On behalf of the Department of Police, I am requesting the City to enter into an agreement with Syracuse Select Basketball, LLC for use of the Syracuse Select Sports Complex located at 201 Hamilton Street, Syracuse, NY 13204, for various events related to the Syracuse Police Athletic League. These events will be held on dates to be determined during fiscal year 21/22.

Expenditures are not to exceed \$9,240 and will be paid from account #540552.01.31231.

Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

DEC 08 2021
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

SPACE RENTAL AGREEMENT

This **SPACE RENTAL AGREEMENT** is made by and between **BOYS AND GIRLS CLUB OF SYRACUSE, INC.** (hereinafter "BGC"), a New York not-for-profit corporation, and **PATRICK PUDNEY** doing business as **SYRACUSE SELECT BASKETBALL** (hereinafter "Syracuse Select").

WHEREAS, Syracuse Select desires to rent a portion of BGC's premises for select dates from July 2018 July 2022 for the purpose of operating basketball leagues, clinics, tournaments, and related basketball opportunities for youth in the community upon the terms and conditions set forth herein; and

WHEREAS, BGC agrees to rent a portion of its facilities located at 201 Hamilton Street, Syracuse, NY 13204 ("Facility") to Syracuse Select for such periods and for such purposes upon the terms and conditions set forth herein;

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

- 1. Premises.** The premises rented to Syracuse Select by BGC shall consist of the gymnasiums, and locker rooms located in the Facility on the dates and times set forth on attached Schedule 1 (collectively referred to herein as the "Premises") Prior to each subsequent year during the Term, Syracuse Select and the Director of the BGC shall mutually agree to a new Schedule 1 setting forth the dates and times of use during such year. Syracuse Select shall also be granted license to utilize all such entranceways and exits as necessary to gain access to the rental space as well as the parking lot, restroom and related common areas. For purposes of clarity, Syracuse Select shall not have use of any other space in the Facility absent the advance written consent of the Director of the BGC, including, without limitation, the game room, computer lab, art room and other programming areas. Syracuse Select accepts Premises "AS IS" and Syracuse Select may not make structural or mechanical alterations or improvements costing \$500 or more to the Premises without the prior written consent of the Director of the BGC. Syracuse Select acknowledges and agrees that the Premises does not include and parking spaces or green spaces that are not owned by the BGC ("Private Property"), and it covenants and agrees that it will not allow its participants to use such Private Property.
- 2. Rental Amount.** Syracuse Select agrees to pay BGC during the term of this agreement the sum of \$2150 per month, payable in advance. In addition, Syracuse Select shall pay an amount equal to \$250 per month as additional rent for the cost of cleaning and maintenance of the Premises with each rental payment due.
- 3. Security Deposit.** No security deposit shall be due based on the long history of the parties.

3. **Term.** This Agreement shall be for a three (5) year term, starting July 2018, 2019, 2020, 2021 and 2022 continuing through .

5. **Use of Premises.** Syracuse Select shall use the premises for the operating of a basketball program for youth of the community. Use is limited to those specific programs operated by Syracuse Select. The Premises may not be sub-leased or licensed by Syracuse Select for use by any other organization without the advance written consent of the Director of the BGC. Syracuse Select shall be responsible for managing all such programming and related activities during the term of this Agreement and shall ensure that its representatives are at the Premises at all times during which Syracuse Select programming is occurring. Syracuse Select shall likewise ensure that all such staff members with key access to the Premises are known to the Director of the BGC. After each use, Syracuse Select shall restore the Premises to its previous condition. It is the intention of the parties that the members of the BGC shall be given opportunities to participate at limited cost in Syracuse Select programming, specifically including participation in Saturday youth basketball.

6. **Fundraising Events.** Syracuse Select shall, at its option, have the right to hold fundraising events for the benefit of the BGC on the Premises during the term of this Agreement on a date and time approved by the BGC.

7. **Insurance.** Syracuse Select agrees to maintain and provide proof of liability insurance for the Premises during the Term of this Agreement naming BGC as an additional insured during the term of this Agreement. Upon the occurrence of any accident or other event which may result in liability for Syracuse Select or the BGC, Syracuse Select shall provide written notice to the Director of the BGC within 24 hours of the occurrence.

8. **Maintenance and Repairs.** Syracuse Select shall keep and maintain the Premises in a clean, sanitary and safe condition during Premise use. BGC shall maintain the building, the HVAC and all other utilities in good working order at its expense during the term of this Agreement.

9. **Indemnifications.** Syracuse Select agrees to indemnify, defend, and hold harmless BGC, its officers, directors, employees and agents from and against any and all claims, suits, actions, damages, liabilities, costs, charges and expenses, including court costs and reasonable attorney's fees of every kind or nature and description arising out of or related to the performance of its obligations under this Agreement unless caused by any act, omission or negligence on its part or its officers, employees or agents in the performance of this Agreement.

The duties and obligations of Syracuse Select pursuant to this paragraph shall survive the expiration of this Agreement.

10. **Season End Meeting.** The Syracuse Select and BGC shall meet at the conclusion of each year during the Term to determine any modifications that may need to be made in

order to have a successful season the following year. And material modifications shall be made in writing and shall be attached to this Agreement as an Amendment.

11. **Amendment.** This Agreement may be amended from time to time only in writing and if signed by both Patrick Pudney and BGC Board President. Such writing shall form part of this Agreement.

12. **Miscellaneous.**

a. **Captions.** Paragraph captions contained in this Agreement are inserted only as as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof .

b. **Binding Agreement.** Subject to the restrictions on assignment herein contained, the terms and provisions of this Agreement shall be binding upon, and insure to the benefit of the successors, assigns, personal representatives, estates, heirs, and legatees of the parties as the case may be.

c. **Applicable Law.** The parties expressly agree that all the terms and conditions of this Agreement and validity thereof shall be governed by and construed in accordance with the laws of the State of New York.

d. **Authority.** Each of the signatures to this Agreement has the full right, power, legal capacity, and authority to execute and deliver this Agreement in his or her respective capacity and to consummate the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of each, enforceable in accordance with its terms.

e. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties hereto with respect to the matters set forth herein and supersedes any prior understanding or Agreement, oral or written, with respect thereto.

f. **Counterparts.** This Agreement may be signed in counterparts which together shall create a binding agreement of the parties.

This **AGREEMENT** is agreed to by the parties and signed this July 17th day of, 2018.

DocuSigned by:

FDE332EA07B94FE...

Patrick S. Pudney
SYRACUSE SELECT BASKETBALL

BOYS & GIRLS CLUB OF SYRACUSE, INC.

By: 
Patrick Driscoll, Board President

Ordinance No.

2021

**ORDINANCE GRANTING PERMISSION TO 2027
PARK ST, LLC, OWNER OF THE PROPERTY AT
2027 PARK STREET, SYRACUSE NEW YORK
TO ENCROACH UP TO 5' INTO THE PARK
STREET RIGHT-OF-WAY WITH BLACK,
ALUMINUM METAL FENCING**

WHEREAS, 2027 Park St, LLC, owner of the property situated at 2027 Park Street, Syracuse, New York, has requested permission to encroach up to 5' into the Park Street Right-of-Way with black, aluminum metal fencing; and

WHEREAS, the report of the Commissioner of the Department of Public Works is on file in the office of the City Clerk; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby grants permission to 2027 Park St, LLC (hereinafter referred to as the "Owner") to maintain the aforementioned encroachment, subject to the following conditions:

1. The Owner shall defend, indemnify and save harmless the City of Syracuse, its officers and servants, from any and all liability and from any and all claims, damages, costs and expenses to person or property which may occur out of the usage of said street right-of-way heretofore described.

2. The Common Council may terminate this permission upon thirty (30) days notice to the Owner.

3. Said Owner shall, within thirty (30) days from the effective date of this ordinance, file in the office of the City Clerk a duly acknowledged written acceptance of this permission and consent to its terms and conditions. Said acceptance, when so filed, shall constitute an agreement on the part of the Owner to do and conform to all conditions thereof.

4. Said Owner shall obtain the necessary permits, in addition to this permission ordinance, for the sign and panels.

5. Said Owner agrees and consents that the City will not be liable for any damage to the black, aluminum metal fencing from any cause, including but not limited to snow removal, utility repair and replacement, and sidewalk repairs.

6. Said Owner agrees and consents to maintain compliance with the requirements of the various City Departments attached hereto as Appendix "A".



Department of Neighborhood & Business Development
Central Permit Office
Ben Walsh, Mayor

Encroach (Minor) Plan Review Comments for Applicant
(Revised 07/15)

Location of Proposed Work: 2027 Park St & Hiawatha Blvd E

Permit #: PC-0605-21

Permit Type: Encroach (Minor)

Date: 12/3/2021

APPENDIX "A"

Contact: 2027 Park Street LLC

Phone #: 609-410-1323

The departments below have reviewed your application and provided the following comments.

Approval is subject to the conditions listed below.

Approval	Status Date	Status	Reviewer	Comments
DPW - Commissioner	12/02/2021	Conditionally Approved	Martin Davis	No issue; City is indemnified and any gate swings inward
DPW - Sanitation & Sewers	11/05/2021	Conditionally Approved	Vinny Esposito	ALL UTILITIES IN THE CONSTRUCTION AREA MUST BE LOCATED.
DPW - Sidewalk Inspector	11/09/2021	Approved	Chris Ettinger	no concerns
DPW - Traffic Control	11/08/2021	Approved	Joe DiBello	
DPW - Transportation Planner	11/30/2021	Internal Review Complete	Neil Milcarek-Burke	No concern with encroaching fence as proposed.
Engineering - Design & Construction	11/05/2021	Internal Review Complete	John Kivlehan	Proposed small section of fence (5' length) has no impact on the use/operation of the R.O.W.
Engineering - Mapping	11/08/2021	Approved	Ray Wills	Provided there is indemnification on record, no objection. Work would have no impact on Mapping Division assets in the area.
Engineering - Sewers	11/05/2021	Internal Review Complete	John Kivlehan	No impact to sewers
Zoning Planner	11/15/2021	Approved	Jeffrey Harrop	Pursuant to SP-20-07M3. jlh
Engineering - City Engineer	12/02/2021	Conditionally Approved	Mary Robison	City shall be fully indemnified. Gates shall either be sliding gates or swing into private property and NOT out into City Right of Way.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 3, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mr. John Copanas
City Clerk
City Hall
Room 231
Syracuse, NY 13202

Re: Legislation Request – Permission for Encroachment (PC-0605-21)

Dear Mr. Copanas,

2027 Park St LLC is requesting an Encroachment Waiver for black, aluminum metal fencing. This feature will encroach 5' into the Right-of-Way.

The applicant's mailing address is as follows:

4569-4573 Broad Street
Hamilton, NJ 08620

The proposed encroachment has been reviewed by various City departments and utility companies. Returned comments are enclosed. It appears that there is not major impediment to the request.

Please prepare legislation for consideration at the next meeting of the Common Council.

Please let me know if you have any questions relative to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Fordock".

Ann Fordock
1st Deputy Commissioner, Department of Public Works

Dept. of Public Works
1200 Canal St. Extension
Syracuse, N.Y. 13202

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

2

Department of Public Works
ENCROACHMENT PERMIT ROUTING FORM

ADDRESS: 2027 Park St

APPLICATION DATE: 11-04-21

PROPERTY: 001.2-01-05.1

PERMIT APPLICATION: PC-0605-21

OWNER: 2027 Park St LLC

MINOR OR MAJOR ENCROACHMENT

CONTRACTOR: CHA

PHONE: 609-410-1323/315-471-3920

EMAIL: John@mercermgt.com/bbouchard@chacompanies.com

DESCRIPTION OF WORK: Waiver for decorative aluminum fence , that will encroach 5' Into Park St. ROW

To:

ASSESSMENT	DPW	ENGINEERING	FIRE PREVENTION	LAW
NBD	PLANNING	POLICE	WATER	ZONING
DISTRICT COUNSILOR	CENTRO	NATIONAL GRID	VERIZON	

APPROVED/DENIED _____

REVIEWED BY _____ **DATE** _____

COMMENTS _____

This form is for the reviewing departments use only. Please do not return the Central Permit Office.

The applicant will receive the review comments that have been entered in IPS.

If you have any questions please call 315-448-47-15 or email centralpermitoffice@syr.gov.

Thank you

Encroachment Permit Instructions and Application

Jeremy Robinson
Commissioner

Martin E. Davis, L.S.
Deputy Commissioner



Ann Fordock
Deputy Commissioner

DEPARTMENT OF PUBLIC WORKS

Ben Walsh, Mayor

Encroachment Application and documents must be submitted to:

Central Permit Office
201 East Washington Street, Room 101
Syracuse, New York 13202, Phone # 315-448-4715
CentralPermitOffice@syr.gov.net

SUBMITTAL REQUIREMENTS

Only complete applications will be accepted for review:

- ☒ Pages 5 and 6 of the Encroachment Application completed in full and signed by the owner of the property adjacent to the right-of-way.
- ☒ A copy of the stamped survey map* (**must be to scale**, not reduced) for the private property abutting the street right-of-way in question.
- ☒ A stamped or signed site plan* (**must be to scale**, not reduced) showing specific location and distances from front of main building abutting right-of-way, front and side property lines, curbs, sidewalks, sidewalk widths, and driveways and improvement dimensions (lengths, widths, and heights) for all encroaching features. Also, for fencing, location of any gates and direction they will open. **The proposal can be drawn (to scale) on a copy of the property survey, but applicant must initial all changes made to the stamped survey and cross out the surveyor's stamp.**
- ☒ Elevation drawing* or manufacturer's catalogue cut of any features of the improvement.

**If you submit full size architectural drawings or survey maps, you must also submit one additional copy no larger than 11" x 17" or an electronic copy.*

PLEASE FILL IN COMPLETELY

Address of Proposed Encroachment: 2027 Park Street
Street address abutting the right-of-way where the improvement is being requested

Section, Block & Lot # (if known) 1.2-01-05.1

Property Owner (print name): 2027 Park Street LLC

Mailing Address (if different): 4569-4573 Broad Street, Hamilton NJ 08620

Phone #(s): _____

Email Address(es): _____

Encroachment Permit Instructions and Application

Applicant / Owner's Representative
(print name):

2027 Park Street LLC

Mailing Address:

4569-4573 Broad Street, Hamilton NH 08620

Phone #(s):

609-410-1323

Email Address:

john@mercermgt.com

Type of improvement requested:

Decorative Fence

Describe the style &/or materials of the improvement:

Black Aluminum Metal Fencing

Ex: a picket fence; a masonry bench

List the dimensions of the improvement
in feet and inches:

Horizontal:	5'-0"	Vertical:	6'-0"
	Feet Inches		Feet Inches

What is the reason(s) for the improvement?

The owner desires to install a new decorative aluminum fence along the Park Street right of way in an effort to deter ongoing security concerns after business hours. The majority of fencing will be on private property. Encroachment is requested at the westerly termination point where the new fence will be connected to existing fence approx. 5ft into the right of way.

Specify any hardship or special circumstances, or public benefit to be gained, if applicable. Attach documentation or a letter of explanation if necessary.

Is this improvement part of a larger project?

☒ Yes

☐ No

Encroachment request is part of the overall investment and improvements which have included the full redevelopment of the former Babies R Us retail store into a brand new car wash facility.

If yes, please identify the project and specify the additional city/county approvals being applied for

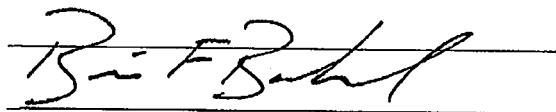
How far does the feature encroach into the City's Right of Way?

Fencing = 5'-0"

SIGNATURE OF THE OWNER

I (we) certify that I (we) own the private property listed above (i.e., the property abutting the requested improvement).

Signature(s):



11/4/21

Date

Date



November 4, 2021

Central Permit Office
City Hall Commons
201 East Washington Street
Syracuse, New York 13202

**RE: Proposed Fence – Encroachment Application
2027 Park Street
CHA Project No. 059720**

Dear Central Permit Office:

CHA, on behalf of the owner, is pleased to submit the Encroachment Application for the above referenced project.

The applicant desires to install a decorative metal fence as approved by the City Planning Commission along the street frontage of Park St in an effort to secure the premises and deter ongoing security issues after business hours.

The majority of the proposed fencing will be installed on private property. However, the termination point of the new fencing at the westerly end of the road frontage will connect with the existing fencing that is approximately 5'-0" inside the right of way.

The following materials are provided in this submission:

- Encroachment Application
- Site Plan – C-101 last revised 8/2/21.
- Property Survey

Should you require any additional copies of these items, or have any questions related to the submission, please do not hesitate to contact me at 315-228-0036 or bbouchard@chacompanies.com

Very truly yours,

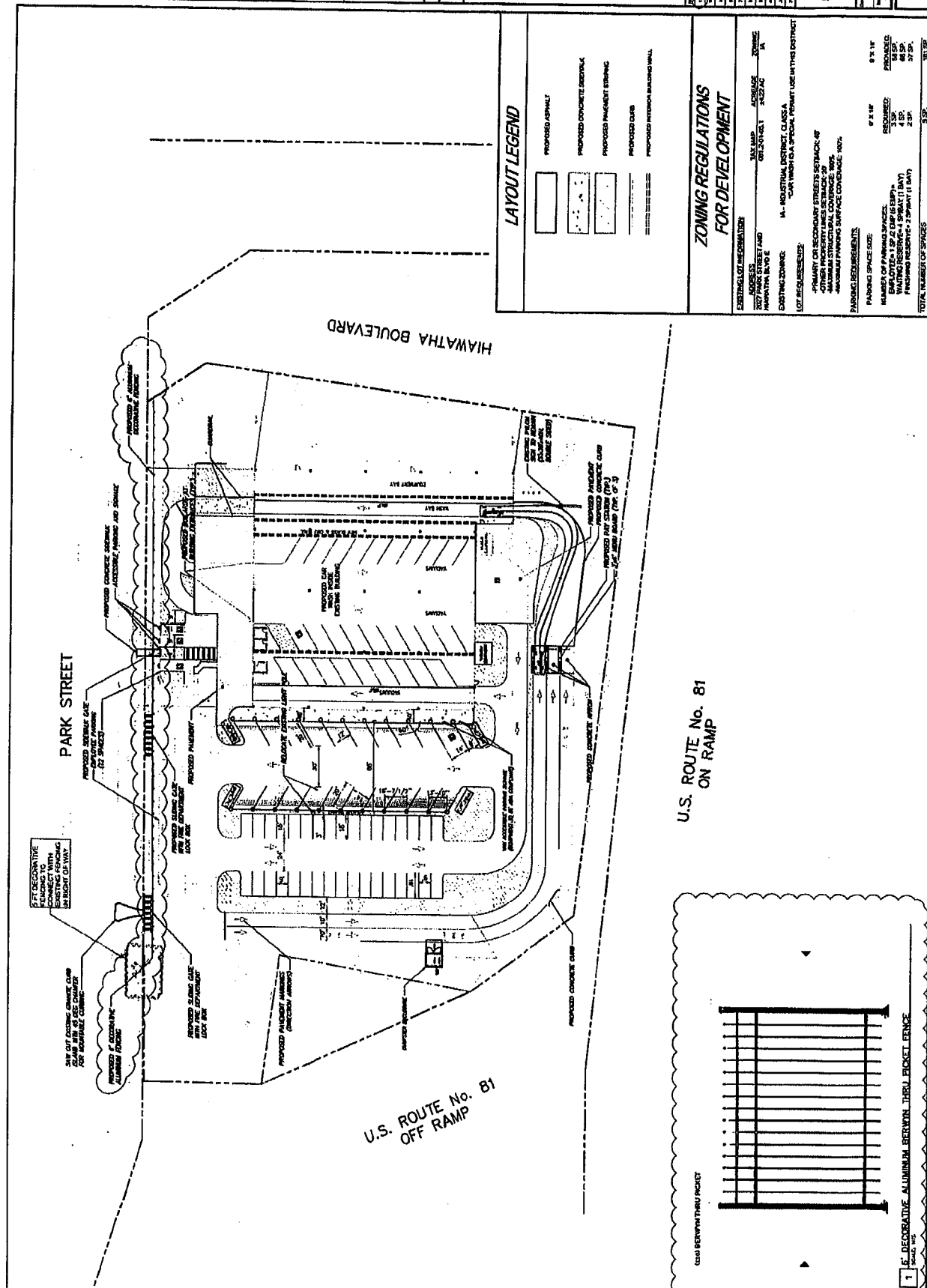
A handwritten signature in black ink, appearing to read 'Brian F. Bouchard', written in a cursive style.

Brian F. Bouchard, PE.
Section Manager

Enclosures




















Cc:

V:\Projects\ANY\K5\059720.000\Corres\Applications\11 - Encroachment App-11-4-21\0 - Cover Letter App-11-4-21.doc

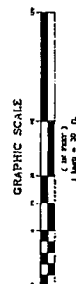


BENCHMARK NO. 1 -- NAIL SOME SET IN UTILITY POLE
NAIL
ELEV=30.15
BENCHMARK NO. 2 -- CHISELED "X" ON NAIL ROD
ELEV=30.20

Total over 3,300+ cases.
 1,000+ cases in the
 Present Zone, including District
 Zones referred to NAVD 02.
 Location of underground utilities taken by field measurement where
 possible, otherwise taken from various other sources and one
 or two other sources.
 The combined effort within Zone "C" (Areas determined to
 be within the 0.22 event design floodplain, according to Federal
 Emergency Management Agency National Flood Insurance Program
 Flood Insurance Rate Map Community Panel No. 360595 200 T,
 dated November 4, 2016,
 To: 5712 E. 17th Avenue,
 C.F.P. 27

	Indicates right angle
	Indicates right angle
	Indicates utility pole, meter, or suspended line
	Indicates two (2) or more moment lines
	Indicates top of
	Indicates top of
	Indicates stress, current
	Indicates gas meter, gas valve, or gas line marker
	Indicates utility meter, meter, or meter
	Indicates storm sewer, ditch bank, or manhole
	Indicates utility sewer, sewer vent, or manhole
	Indicates underground telephone line, manhole, or line
	Indicates underground electric line, manhole, or line
	Indicates underground sewer, cable, & line
	Indicates boundary line
	Indicates suspended pipe or line
	Indicates sidewalk, ground line
	Indicates stream, line
	Indicates structure, cone

By Lem Long Swinney's
Date filed: April 21, 2001
Doc No.: 9175

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