

PUBLIC COMMENT ON ANY CDA RESOLUTION (S) LISTED BELOW:

- CDA #6 Community Development Agency Riverhead Resorts Capital Project Budget Adoption
- CDA #7 Authorizes Chairman of CDA to Execute Contract with NYS Department of Economic Development for the 2007-2008 Empire Zone Administrative Grant
- CDA #8 Authorizes the Town of Riverhead Community Development Agency to Execute an Agreement to Coordinate Employment and Training Services and Economic Development Services Through the Suffolk County One-Stop Employment Center

PUBLIC COMMENT ON ANY REGULAR TOWN BOARD RESOLUTION(S) LISTED BELOW:

- Res. #82 2008 Reeves Beach Capital Improvement Project Budget Adoption
- Res. #83 Landfill Capping Project Budget Adoption
- Res. #84 2008 Wading River Beach Capital Improvement Project Budget Adoption
- Res. #85 East Creek Capital Improvement Project Budget Adoption
- Res. #86 Bond Resolution Supplementing the Bond Resolutions Dated September 7, 2005 and April 18, 2006, Respectively, to Authorize, Subject to Permissive Referendum, the Issuance of an Additional \$2,000,000 Bonds of the Town of Riverhead, Suffolk County, New York, to Pay a Portion of the Cost of the Establishment of a New Park and Recreation Facility at EPCAL, in and for Said Town
- Res. #87 Amendatory Bond Resolution-Amending the Refunding Bond Resolution Dated December 5, 2006

TOWN OF RIVERHEAD

Adopted

COMMUNITY DEVELOPMENT AGENCY
RIVERHEAD RESORTS CAPITAL PROJECT
BUDGET ADOPTION

RESOLUTION # 6

Community Development Agency Budget Adoption

COUNCILWOMAN BLASS offered the following resolution,
which was seconded by COUNCILMAN DUNLEAVY

BE IT RESOLVED, that the Supervisor is authorized to establish the following budget adoption for the purpose of deposit of developer fees paid by Riverhead Resorts, LLC, and payment of consulting and legal fees for professional services authorized by CDA Resolution #1 dated January 2, 2008.

	<u>FROM</u>	<u>TO</u>
405.064500.421050.90096 Developer Fees	150,000	
405.064500.543300.90096 Legal fees, Planning Consultants		150,000

THE VOTE

Wooten Yes No	Buckley Yes No
Dunleavy Yes No	Blass Yes No
Cardinale Yes No	

THE RESOLUTION ~~X~~ WAS ___ WAS NOT THEREFORE DULY ADOPTED

2/6/08

Adopted

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

RESOLUTION # 8

AUTHORIZES THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY TO EXECUTE AN AGREEMENT TO COORDINATE EMPLOYMENT AND TRAINING SERVICES AND ECONOMIC DEVELOPMENT SERVICES THROUGH THE SUFFOLK COUNTY ONE-STOP EMPLOYMENT CENTER

COUNCILMAN BUCKLEY, offered the following resolution, which was seconded

by COUNCILMAN WOOTEN.

WHEREAS, the Town of Riverhead Community Development Agency wishes to ensure the continuation of appropriate referrals of public assistance applicants and recipients residing in the Empire Zone of Suffolk County/Town of Riverhead to comprehensive employment and training services in order to reduce or eliminate their dependency on public assistance; and

WHEREAS, the County of Suffolk has the resources to aid the Town of Riverhead Community Development Agency in this endeavor regarding support services; and

WHEREAS, the County of Suffolk and the Town of Riverhead Community Development Agency agree to work cooperatively in the planning, development, and implementation of support services;

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Community Development Agency is hereby authorized to execute the attached agreement with the County of Suffolk regarding coordination of employment and training services and economic development services through the Suffolk County One-Stop Employment Center.

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to: Suffolk County Department of Labor, Bldg #17, North County Complex, 725 Veterans Memorial Highway, Hauppauge, New York 11788; the Office of the Supervisor; Town of Riverhead Community Development Agency; Tracy Stark-Empire Zone and the Office of the Town Attorney.

THE VOTE

Wooten Yes No Buckley Yes No
Dunleavy Yes No Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

a. Copyrights

If the work of the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or

owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

4. **Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

5. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

6. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Operational Notices

Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:
**By First Class Mail or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by Email**

Suffolk County Department of Labor
Bldg. 17
North County Complex
725 Veterans Memorial Highway
Hauppauge, New York 11788
Att. Raymond O'Rourke

For the Contractor:
**By Regular or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by Email**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:
**By Regular and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

Suffolk County Department of Labor
Bldg. No. 17
North County Complex
725 Veterans Memorial Highway
Hauppauge, New York 11788
Att. Raymond O'Rourke

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

**By Regular and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Exhibit D
Description of Services

1. Reports/Progress Meetings

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the Department. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

End of Text for Exhibit D

**NONFINANCIAL COOPERATIVE AGREEMENT
FOR COORDINATION OF SERVICES
FOR THE SUFFOLK ONE-STOP EMPLOYMENT CENTER**

This Agreement ("Agreement") is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Labor (the "Department")**, located at Building 17, North County Complex, 725 Veterans Memorial Highway, Hauppauge, New York 11788; and its **Department of Social Services ("DSS")**, having its principal offices at 3085 Veterans Memorial Highway, Ronkonkoma, New York 11779; and the **Town of Riverhead Community Development Agency ("CDA\Contractor")**, with its principal offices located at 210 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to provide an efficient system of coordinated employment and training services and economic development services through the **Suffolk One-Stop Employment Center (the "Center")** operated by the Department, to eligible job seekers and businesses in Suffolk County. No funding is required in the Suffolk County Operating Budget.

Term of Agreement: October 1, 2007 through September 30, 2011.
Total Cost of Agreement: None.
Terms and Conditions: Shall be as set forth in Exhibits A through D; attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Suffolk County Department of Social Services

By: _____
Janet DeMarzo
Commissioner
Date: _____

Recommended:

By: _____
Date: _____

**Town of Riverhead
Community Development Agency**

By: _____
Date: _____

**Approved as to Legality:
Christine Malafi, County Attorney**

By: _____
Jacqueline Caputi
Assistant County Attorney
Date: _____

County of Suffolk

By: _____
Jeff Szabo
Deputy County Executive
Date: _____

Approved: Department of Labor

By: _____
Robert W. Dow, Jr.
Commissioner
Date: _____

Recommended:

By: _____
Name
Title
Date: _____

List of Exhibits

Exhibit A

General Terms and Conditions

1. Goals and Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Governing Law
11. No Implied Waiver
12. Conflicts of Interest
13. Cooperation on Claims
14. Confidentiality
15. Assignment and Subcontracting
16. No Intended Third Party Beneficiaries
17. Certification as to Relationships
18. Publications and Publicity
19. Copyrights and Patents

Exhibit B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C

Notices and Contact Persons

Exhibit D

Description of Services

Exhibit A
General Terms and Conditions

1. Goals and Responsibilities

The **Department**, through the Suffolk County Workforce Development System and the **Center**, will provide the citizens of Suffolk County with a comprehensive range of services and information to maximize opportunities for employment and strengthen the local economy. **DSS**, an interagency partner of the **Department** will join with the **Department** and the **CDA** to ensure the continuation of appropriate referrals of public assistance applicants and recipients residing in the Suffolk County Empire Zone to comprehensive employment and training services in order to reduce or eliminate their dependency on public assistance. The **Department**, **DSS**, and the **CDA** agree to work cooperatively in the planning, development, implementation and provision of services and information for the **Center**.

A. The responsibilities under this Agreement are as follows:

- 1) The **Department**, the **DSS**, and the **CDA** agree to a mutual exchange of information subject to the terms of paragraph 14 herein.
- 2) The **Department**, the **DSS**, and the **CDA** shall work cooperatively to increase the awareness of local business and industry of the employment, training, and supportive services that are available.
- 3) The **Department**, the **DSS**, and the **CDA** agree to meet as needed to discuss such issues that may arise concerning the planning, development, implementation, and provision of services and information to interested parties.
- 4) Nothing in this Agreement shall mandate the provision of **Center** or **CDA** services to, or any other service or action on behalf of, referred individuals or businesses.

B. The **Department** (acting on behalf of the **Department** and the **DSS**) will coordinate with the **CDA** on the following:

- 1) Designating a contact person to act as a central point of communication between the **Department** and the **CDA** representative.
- 2) Providing employment and training services to individuals eligible for funded programs at the **Department's** discretion and as resources permit.
- 3) Providing information regarding job training opportunities within the Suffolk County Empire Zone area.
- 4) Identifying the needs of job seekers within the geographic area.
- 5) Providing a general inventory of appropriate resources for supportive or other services for job seekers.
- 6) Maintaining a Suffolk Workforce Development web page for access by job seekers and business.
- 7) Developing a plan to collect, use, and share customer satisfaction information to improve outcomes.
- 8) Working with the **CDA** to inform businesses, trade organizations, and other pertinent economic development entities about the services available to them.
- 9) Working on other issues or projects of mutual benefit.

C. The **CDA** will coordinate with the **Department** on the following:

- 1) Designating a contact person to be a central point of communication between the **Department** and the **CDA**.
- 2) Informing the **Department** of any education and training programs within the Suffolk County Empire Zone area for purposes of referral by **Department** staff.
- 3) Providing access to **CDA** programs and services for eligible individuals at the **CDA's** discretion and as resources permit.
- 4) Providing the **Department** with timely written notices regarding job openings brought into the Suffolk County Empire Zone area.
- 5) Coordinating efforts to develop and promote maximum opportunities for the employment and training needs of the residents within the Suffolk County Empire Zone area.
- 6) Establishing resources at the **Center**, such as creating and maintaining display or print materials describing various services for job seekers and businesses.

D. As resources permit and at its sole discretion, the **Department**, acting through the **Center**, will offer the following services or access for eligible individuals and companies:

- WIA and its successor programs
- Welfare-to-Work Programs
- Apprenticeship Program information
- Job Corps Programs
- Department of Employment Services Division of the New York State Department of Labor Programs
- Title V Older American Programs
- Suffolk County Community College information and access
- Economic Development Zone information
- Self-Employment programs
- Vocational Educational Services for Individuals with Disabilities (VESID)
- Migrant and Seasonal Farmworker information
- Assistance with Unemployment Insurance claim filing and benefit information
- Job placement
- Job listings
- Civil Service listings
- Veterans Counseling and Placement Services
- Vocational Counseling
- Labor Market Information
- Any other new program added that could be appropriate for **Center** customers.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the County in the event of failure by Contractor to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless Contractor is given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit in this Agreement entitled "Notices and Contact Persons." During such five (5) day period, the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the County, the Contractor shall be given an additional five (5) days to cure all failures to fulfill its obligations under this Agreement. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the combined ten (10) day period, the County may issue a Termination Notice, effective immediately.

c. Termination for Convenience

- i. The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' written notice of termination.
- ii. Upon giving of a notice pursuant to the foregoing sub-paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.
- iii. In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.

3. Indemnification

a. General

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b.

The County agrees that it shall protect, indemnify and hold harmless the CDA/Contractor and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions

or the negligence of the County, in connection with the services described or referred to in this Agreement. The County shall defend the CDA/Contractor and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the CDA/Contractor's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the County, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

c.

Each party agrees that it shall give the other party prompt written notice of any claim threatened or made, or suit instituted against it which could result in a claim for indemnification as above.

d. **Federal Copyright Act**

The Contractor hereby represents and warrants the Contractor, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. **Insurance**

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this

Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
(Delete this clause if not applicable)

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies. **(Delete this clause if not applicable)**

5. Independent Contractor

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, 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 every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

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

9. Non-discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.
- c. In addition, the parties to this Agreement shall not discriminate against any individual who is a participant in a program or activity that receives funds under Title I of the Workforce Investment Act, TANF, or other programs operated by the **Department** solely because of the status of the individual as a participant. Participation in programs or activities receiving funds under Title I of the Workforce Investment Act, TANF, New York Works, Welfare-to-Work, and other programs operated by the **Department** shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees and parolees, and other immigrants authorized by the Attorney General to work in the United States.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

11. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

12. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

13. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

14. Confidentiality

Any records, reports or other documents of the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the

property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

15. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

16. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

17. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

18. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

19. Copyrights and Patents

February 6, 2008

Adopted

TOWN OF RIVERHEAD

CDA RESOLUTION # 9

A RESOLUTION DESIGNATING VINTAGE SQUARE PROPERTIES, L.L.C. AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE PURCHASE AND DEVELOPMENT OF THE PARKING LOT OWNED BY THE TOWN OF RIVERHEAD LOCATED ON COURT STREET TOGETHER WITH THE ACQUISITION AND DEVELOPMENT OF SOME OR ALL OF THE PROPERTIES LOCATED ON THE ADJACENT BLOCK BORDERED BY RAILROAD STREET, GRIFFING AVENUE, COURT STREET AND CEDAR AVENUE, FOR REDEVELOPMENT CONSISTENT WITH THE TOWN OF RIVERHEAD URBAN RENEWAL PLAN/RAILROAD STREET CORRIDOR ADOPTED APRIL 4, 1997

COUNCILMAN BUCKLEY

_____ offered the following

resolution, which was seconded by _____

COUNCILMAN WOOTEN

WHEREAS the Town of Riverhead owns the parking lot parcel bordered by Osborn Avenue on the west, by Railroad Street on the north, by Cedar Avenue on the east, and by Court Street on the south (the "parking lot parcel"); and

WHEREAS Vintage Square Properties, L.L.C. has submitted to the Community Development Agency (the "Agency") a proposal for the construction of a project on the properties bordered on the west by Osborne Avenue, on the north by Railroad Street, on the east by Griffing Avenue, and on the south by Court Street that will include the expansion of the existing public parking, the creation of additional retail opportunities as well as providing additional parking spaces to accommodate the court facility expansion project (hereinafter "the Redevelopment Project"); and

WHEREAS, the Agency believes the Redevelopment Project is consistent with the goals and objectives of the Town of Riverhead Urban Renewal Plan/Railroad Street Corridor adopted April 4, 1997; and

WHEREAS, Section 507(2)(d) of the General Municipal Law requires that a person, firm or corporation which proposes to develop municipally owned property within an Urban Renewal Area be designated as a Qualified and Eligible Sponsor pursuant to the rules and procedures

of the Agency prior to the transfer of property to said person, firm or corporation pursuant to Section 507(2)(d) of the General Municipal Law; and

WHEREAS, after due public notice, the Agency conducted a hearings pursuant to Section 507(2)(d) of the General Municipal Law on July 17, 2007, October 2, 2007, and February 6, 2008 to hear testimony and review documents and related submittals on the question of designating VINTAGE SQUARE PROPERTIES, L.L.C. as a Qualified and Eligible Sponsor for the Redevelopment Project; and

WHEREAS, said hearing having been duly closed; and

WHEREAS, the sale of the Property and the designation of VINTAGE SQUARE PROPERTIES, L.L.C. as a Qualified and Eligible Sponsor for this redevelopment project is in conformance with the Town of Riverhead Urban Renewal Plan/Railroad Street Corridor adopted April 4, 1997.

NOW, THEREFORE BE IT RESOLVED, by the Members of the Agency, as follows:

1. Based upon the public hearings on July 17, 2007, October 2, 2007, and February 6, 2008, held by the Agency at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, and upon all the documentation and information received by the Agency, the Town Board, as the governing body of the Agency, hereby designates VINTAGE SQUARE PROPERTIES, L.L.C. as a Qualified and Eligible Sponsor pursuant to the rules and procedures of the Agency and Section 507(2)(d) of the General Municipal Law for the redevelopment of the Property.
2. That the Supervisor is hereby authorized to negotiate and present to the Board for its approval a final Agreement of Sale consistent with Resolution # 686 adopted July 6, 2005 and the draft Agreement of Sale on file with the Town Clerk.
3. This Resolution determining Vintage Square Properties, L.L.C. to be a Qualified and Eligible Sponsor shall expire and shall be of no force and effect unless an Agreement of Sale is fully executed by June 15, 2008.
4. All prior resolutions related to this Urban Renewal Project that referred to the applicant as any entity other than Vintage Square Properties, L.L.C. shall be deemed amended nunc pro tunc to refer to "Vintage Square Properties, L.L.C."

5. The Supervisor is authorized to order appraisals of the Parking Lot parcel and Cedar Avenue between Court Street and Railroad Street which appraisals shall be paid for by Vintage Square Properties, L.L.C.

6. That the Town Clerk is hereby directed to forward a certified copy of this resolution and attached notice to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, John M. Sullivan, Esq., Burke & Sullivan, 41 Meeting House Lane, Southampton, New York 11968; Chris Kempner, Director of the Community Development Agency; Richard Hanley, Director of Planning; and Dawn C. Thomas, Esq., Town Attorney.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLER,
SPECIAL COUNSEL.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED