

9/5/07

Adopted

Town of Riverhead

Community Development Agency

Resolution # 11

AUTHORIZES EXECUTION OF AGREEMENT WITH THE SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT FOR ADMINISTRATION OF THE EMPIRE ZONE PROGRAM

COUNCILMAN DENSIESKI offered the following resolution, which

was seconded by COUNCILWOMAN BLASS :

WHEREAS, the Town of Riverhead and the County of Suffolk have entered into an agreement for the purposes of providing financial support to assist the Town of Riverhead in administration of the Empire Zone; and

WHEREAS, implementation of the Empire Zone program requires certain actions by the applicant municipalities including minimum provision of matching funds for the appropriated state funds; and

WHEREAS, the term of the agreement was from October 2, 2000 through December 31, 2006; and

WHEREAS, the parties desire to extend the prior agreement for the fiscal year 2007.

THEREFORE, BE IT RESOLVED, that the Chairman is hereby authorized to execute the attached agreement through December 31, 2007 with the County of Suffolk for funds in the amount of \$29,000 for 2007; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward this resolution to Andrea Lohneiss, CDA Director, the Office of Accounting, Dawn Thomas, Town Attorney, and Tracy Stark, EZ Coordinator.

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

**THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED**

SEVENTH AMENDMENT OF AGREEMENT

This is the Seventh Amendment of an Agreement, last dated September 12, 2006, (Agreement) between the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Department of Economic Development and Workforce Housing (Department)** located at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099, and **Town of Riverhead Community Development Agency (Contractor)**, a municipal corporation of the State of New York, having its principal place of business at 200 Howell Avenue, Riverhead, New York, 11901

The parties hereto desire to modify the Agreement by extending the term of Agreement to December 31, 2006 to coincide with the County fiscal year, increasing the Total Cost of Agreement to provide funding for the period January 1, 2007 through December 31, 2007 (2007 Budget Period) and amending other provisions to comply with current County standards. Sufficient funding exists in the 2006 Suffolk County Operating Budget.

Term of Agreement: Shall be October 2, 2000 through December 31, 2007

Total Cost of Agreement: Shall not exceed \$208,000.00 (of which \$29,000.00 is for the 2007 Budget Period]

Terms and Conditions: Shall be as set forth in Exhibit A-7 and other exhibits collectively referred to as "Suffolk County Legislative Requirements Exhibit for Contracts" attached hereto and made part hereof.

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

**Town of Riverhead
Community Development Agency**

By: _____
Phil Cardinale
Chairman

Fed. Taxpayer ID #: 11-6001935

Date: _____

Approved as to Legality:

**Christine Malafi
Suffolk County Attorney**

By: _____ Date _____
Samantha N. McEachin
Assistant County Attorney

County of Suffolk

By: _____
Paul Sabatino II
Chief Deputy County Executive

Date: _____

**Approved:
Department of Economic Development &
Workforce Housing**

By: _____
Carolyn E. Fahey
Intergovernmental Relations Coordinator

Date: _____

Exhibit A-7

Whereas, the County and Contractor have entered into an Agreement (Law No.04-ED-002) last dated October 2, 2000, for a term from October 2, 2000 through July 31, 2004 for the purpose of providing financial support to assist the Calverton Enterprise Park Economic Development Zone Administrative Board; and

Whereas, the County and Contractor have entered into a First Amendment of Agreement (Law No. 04-ED-002A) increasing the Total Cost of the Agreement by an additional \$ \$23,000; and

Whereas, the County and Contractor have entered into a Second Amendment of Agreement (Law No. 04-ED-002B) increasing the Total Cost of the Agreement by an additional \$23,000; and

Whereas, the County and Contractor have entered into a Third Amendment of Agreement (Law No. 04-ED-002C) increasing the Total Cost of Agreement by \$23,000 for the 2003 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Fourth Amendment of Agreement (Law No. 04-ED-002D) increasing the Total Cost of Agreement by \$29,000.00 for the 2004 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Fifth Amendment of Agreement (Law No. 04-ED-002E) increasing the Total Cost of Agreement by \$29,000.00 for the 2005 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Sixth Amendment of Agreement (Law No. 04-ED-002F) increasing the Total Cost of Agreement by \$29,000.00 for the 2006 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the parties hereto desire to modify the Agreement and First, Second, Third, Fourth, Fifth and Sixth Amendments of Agreement by extending the term of Agreement to December 31, 2007 to coincide with the County fiscal year, increasing the Total Cost of Agreement by another \$29,000.00 for the period January 1, 2007 through December 31, 2007 (2007 Budget Period) and amending other provisions as set forth below;

Now, Therefore, in consideration of the covenants, promises and consent herein contained, the parties hereto agree as follows:

1. Total Cost of Agreement:

The Total Cost of Agreement \$208,000.00 is comprised as follows:

- a. \$23,000.00 for October 2, 2000 through December 31, 2000.
- b. \$23,000.00 for January 1, 2001 through December 31, 2001.

- c. \$23,000.00 for January 1, 2002 through December 31, 2002.
- d. \$23,000.00 for January 1, 2003 through December 31, 2003.
- e. \$29,000.00 for January 1, 2004 through December 31, 2004.
- f. \$29,000.00 for January 1, 2005 through December 31, 2005.
- g. \$29,000.00 for January 1, 2006 through December 31, 2006.
- h. \$29,000.00 for January 1, 2007 through December 31, 2007

2. Funding For Year 2007:

Contractor agrees that the funding for year 2007 is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement for the 2007 Budget Period beyond the amount of funds appropriated by the Legislature for that period and for the program covered by this Agreement.

3. Payments Contingent upon State Funding

Payments under this Agreement are subject to and contingent upon continued funding by the State of New York. If, for any reason, the amount of such funding to the County is reduced or not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Department; provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that such funding is available to the Department for payment of such costs; and provided, further, that the Department shall give the Contractor not less than 30 days' prior written notice of such termination or reduction of funding.

4. Indemnification

Effective as of the beginning date of this extension period, the following Indemnification provisions shall apply:

Indemnification

a. 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 (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.

5. Lawful Hiring of Employees Law

Effective as of the beginning date of this extension period, the following new contract provision shall apply:

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.

Or

Suffolk County Department of Labor --"Notice Of Non-Applicability for Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees" Form LHE-6.

6. 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 he has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

7. Full Force and Effect:

Except as herein amended, all other representations, terms and conditions of said Agreement, including any and all amendments or budget modifications executed prior to the date hereof, are hereby ratified and confirmed to be in full force and effect.

END OF EXHIBIT A-7

Suffolk County Legislative Requirements Exhibit for Contracts

This exhibit is attached to and is made part of the Amendment executed with the County.

- I Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04 (form consists of three pages; requires signature & notarization)

Note: The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04,

- II Suffolk County's Lawful Hiring of Employee's Law Compliance Requirements

The following forms may be necessary for compliance to Certify Compliance with Federal Law (8 U.S.C. Section 1324A) with Respect to Lawful Hiring of Employees Suffolk County's Lawful Hiring of Employees Law.

Forms:

- LHE-1-Lawful Hiring of Employees
- LHE-2-Affidavit of Compliance
- LHE-3-Submission
- LHE-4-Complaint
- LHE-5-Appeal
- LHE-6-Non-Applicability
- LHE-7-Sign-in Sheet

I

Contractor's/Vendor's Public Disclosure Statement Documents

Suffolk County Form SCEX 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

- 1. Contractor's/Vendor's Name Town of Riverhead CDA – Empire Zone
Address 200 Howell Avenue
City and State Riverhead, NY Zip Code 11901
- 2. Contracting Department's Name: Economic Development/Workforce Housing
Address: H. Lee Dennison Building - 100 Veterans Memorial Highway, Hauppauge, NY
11788

3. Payee Identification or Social Security No. 11-6001935

4. Type of Business Corporation Partnership Sole Proprietorship Other

5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.

5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) Empire Zone

11. Remedies. The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:

- a) Hospital
- b) Educational or governmental entities
- c) Not-for-profit corporations
- d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. Verification. This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____ Signed: _____
Printed Name of Signer: _____
Title of Signer: _____
Name of Contractor/Vendor: Town of Riverhead CDA – Empire Zone

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2005 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

II Lawful Hiring

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
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: Town of Riverhead CDA – Empire Zone

1) **ADDRESS:** 200 Howell Avenue

Riverhead, NY 11901

2) **NOT-FOR-PROFIT:** YES NO (SUBMIT CERTIFICATE OF NOT-FOR-PROFIT STATUS)

3) **VENDOR #:** 11-6001935
(If known)

4) **CONTRACT ID:** _____
(If known)

5) **CONTACT:** Andrea Loehneis

6) **TELEPHONE #:** 631—727-6712

7) **TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** January 1, 2007 through December 31, 2007

8) **AMOUNT OF CONTRACT OR EXTENSION:** \$29,000

9) **BRIEF DESCRIPTION OF PROJECT OR SERVICE:** Empire Zone

SUBCONTRACTOR: _____

1) **ADDRESS:** _____

2) **VENDOR#:** _____ 3) **TELEPHONE #:** _____

4) **CONTACT:** _____

5) **DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE** _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

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*

VERIFICATION OF SUBMISSION OF *LAWFUL HIRING OF EMPLOYEES*

Suffolk County Code, Chapter 234 (2006)

To Be Completed By the *Lawful Hiring of Employees Unit*

DATE: _____

TO: _____ (Contracting Agency)

FROM: _____ (*Lawful Hiring of Employees Unit*)

EMPLOYER: _____

VENDOR #: _____

REF#: _____

You are hereby notified that the submission from _____ been received by the *Lawful Hiring of Employees Unit* of the Suffolk County Department of Labor. We find that this submission is complete and is in compliance with the requirements set forth by the Suffolk County *Lawful Hiring of Employees Law* (Local Law #52-2006),.

LHE-3

(01/07)

SUFFOLK COUNTY DEPARTMENT OF LABOR
LAWFUL HIRING OF EMPLOYEES

COVERED EMPLOYER/EMPLOYEE/CONTRACTOR/SUB-CONTRACTOR
COMPLAINT FORM

The Suffolk County Lawful Hiring of Employees – Local Law No. 52-2006

EMPLOYEE

First Name	Middle	Last Name
<hr/>		
Home Address	Street	
<hr/>		
City	State	Zip Code
<hr/>		
Telephone Number	Home	Cell
<hr/>		

EMPLOYER

Name		
<hr/>		
Business Address:		
Street		
<hr/>		
City	State	Zip Code
<hr/>		
Telephone #		
<hr/>		

EMPLOYMENT INFORMATION

Job Title	Hire Date	Date Last Worked
<hr/>		
Are you still employed by the employer named above?	If no	Quit _____ Fired _____ Laid Off _____
<hr/>		

NATURE OF COMPLAINT

SUFFOLK COUNTY DEPARTMENT OF LABOR
LAWFUL HIRING OF EMPLOYEES

NOTICE OF APPEAL

The Suffolk County Lawful Hiring of Employees – Local Law No. 52-2006

To Be Completed By Covered Employer or Covered Employee

NAME: _____
ADDRESS: _____ _____
CONTACT: _____ TELEPHONE #: _____

The undersigned hereby gives notice of appeal regarding the decision transmitted on _____ (date of notice) of the requirements of the Suffolk County *Lawful Hiring of Employees* Law. Specifically, we appeal:

Additional documentation is / is not enclosed.

(Signature)

(Date)

(Print Name & Title)

Forward to: **Suffolk County Department of Labor**
Lawful Hiring of Employees Unit
P.O. Box 1319
Smithtown, NY 11787-0895

LHE-5
(01/07)

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF NON-APPLICABILITY FOR COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Awarding Agency

The Lawful Hiring of Employees Law does not apply to the covered employer, contractor or sub-contractor, listed below. Please check the appropriate box to indicate the basis for non-applicability.

Contractor Name: _____ Federal Employer ID# _____

Contractor Address: _____

Contractor Phone #: _____

Description of project or service: _____

- 1) Recipients of compensation from the County, through any grant, loan, subsidy, agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is NOT one hundred percent (100%) funded by the County.
- 2) This law shall not apply to the subcontractors of not-for-profit corporations.

Authorized County Signature

Date

Print Name and Title of Authorized County Representative

LHE-6

(01/07)

