
AGREEMENT

THIS AGREEMENT is made this 12th day of May 2014, by and between COUNTY OF SCHUYLER having principal offices at 105 9th St., Unit 37, Watkins Glen, N.Y. 14891, hereinafter referred to as the “COUNTY” and the CENTER FOR GOVERNMENTAL RESEARCH INC., One South Washington Street, Suite 400, Rochester, New York, 14614, hereinafter referred to as “CGR.”

WITNESSETH:

WHEREAS, the COUNTY desires to secure the professional services of CGR, and

WHEREAS, CGR covenants that it has the necessary equipment, personnel, and expertise to perform the Project, and

WHEREAS, the COUNTY has authorized the execution of an agreement with CGR,

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows

Section 1. Description of CGR's Services

CGR shall perform in a professional manner to the reasonable satisfaction of the client, all the services required under this Agreement or reasonably required in order to carry out the services set forth herein.

Purpose and Scope of Project

The tasks that will be conducted as part of this agreement are outlined in the attached “Appendix A”.

It is understood between the parties that any amendments to the scope of services and/or timetable may require renegotiation of fees and/or the termination date.

Section 2. Term

The services required of CGR pursuant to this Agreement shall begin on May 12, 2014 and terminate upon delivery of the Final Report or May 29, 2015, whichever occurs first.

The term of the Agreement may be modified only by written agreement between the parties.

Section 3. Fees

The fee for the services described in Section 1 shall be FIFTY THOUSAND DOLLARS (\$50,000).

Section 4. Payment Schedule

The County will be billed 15 percent (15%) of the project fee upon execution of this contract. The remaining \$42,500 shall be billed in substantially twelve (12) equal monthly installments over the term of the contract. The first eleven (11) months shall be billed at \$3,542, and the final month at \$3,538.

CGR intends to expedite the project timeline to less than the current twelve month timeframe if possible. CGR reserves the right to bill out for the remainder of the project budget upon delivery of the final report should delivery occur prior to the final monthly installment being due.

Terms for this contract are net 30 days.

Section 5. Responsibilities of Client

The County agrees to be responsible for providing necessary information for CGR to complete its work in a timely manner and for providing CGR with access to appropriate personnel to interview as part of the scope of work required by the RFP and Proposal. The County will also be responsible for coordinating all public meetings and any necessary notices and materials for those meetings.

Failure by client to perform its responsibilities within an agreed-to timetable may result in renegotiation of fees and/or the termination date.

Section 6. Deliverables - Review Process

The County shall have fourteen (14) days to provide written comments on draft products. Comments which require revisions to the scope of services may require renegotiation of the fee and/or timetable. If none are received during the review period then the deliverable shall be considered final. Any changes requested by the County after that period will be performed at an additional expense based on the hourly rate of the staff person required to make the changes.

Section 7. Authorized Agent for County of Schuyler and CGR

A. Schuyler County hereby designates:

Tim O'Hearn, Schuyler County Administrator
Schuyler County
105 9th St., Unit 37
Watkins Glen, N.Y. 14891

B. CGR hereby designates:

Brian Roulin
CGR
One South Washington Street, Suite 400

Rochester, NY 14614

or their duly authorized representative in case of their absence as the Authorized Agent for the Count or CGR for receipt of all notices, demands, vouchers, or other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered personally to the Authorized Agents designated herein. The Parties also hereby reserve the right to designate other or additional Authorized Agents upon written notice to the other party which shall be signed by the respective Authorized Agents.

Section 8. Workers' Compensation

This Agreement shall be void and of no effect unless CGR shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York.

Section 9. Extent of Agreement

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and agreed to by both parties.

Section 10. Termination of Agreement

Both CGR and the County reserve the right to terminate this Agreement upon 30 (thirty) days written notice.

Section 11. Status as an Independent Contractor

CGR in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, including but not limited to that it will neither hold itself or its employees out nor claim to be, an officer or employee of the County by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit.

Section 12. Law

This Agreement shall be governed by and under the laws of the State of New York and any disputes hereunder shall be resolved in a court of competent jurisdiction within the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 13. Severability

If any provision of this Agreement is held to be invalid by any competent court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 14. Non-Discrimination

CGR shall not discriminate on the basis of age, race, creed, color, national origin, gender, sexual orientation, religion, disability, or marital status in the performance of services or programs pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

SCHUYLER COUNTY

By: _____

Dennis Fagan, Chairman, Schuyler County Legislature

CGR

By: _____

**Joseph V. Stefko, President
Federal Tax ID #16-0754774**

(STATE OF NEW YORK, COUNTY OF _____) SS.:

On the _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for New York State, personally came _____, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qualified in _____ County

My Commission expires: _____

(STATE OF NEW YORK, COUNTY OF MONROE) SS.:

On the _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for New York State, personally came **Joseph V. Stefko**, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

APPENDIX A

Schuyler – Yates Governance Study

Task 1: Project Initiation

CGR's project team will meet with the Project Steering Committee as soon as possible following receipt of a signed contract.

At this kickoff meeting, CGR will:

- Overview the goals and objectives of the study;
- Review the scope of the project;
- Clarify the role of the Project Steering Committee;
- Agree on a protocol for conveying information to the Project Steering Committee and the public, and identify the individual(s) who will act as liaison to CGR and officials in the two counties;
- Identify key governmental staff, officials and stakeholders who should be interviewed as part of the feasibility plan development;
- Discuss the Project Steering Committee's public engagement strategy, including the use of a new project website (created, administered and updated by CGR's project team) to readily convey information to the community and key stakeholders, as well as to solicit public feedback on the process;
- Identify data and information resources required by the project team in the immediate term; and
- Review the project timetable.

Subsequent to this meeting, CGR will develop and submit a final project work plan and timetable/flowchart to the Project Steering Committee and, subject to its signoff, will post the work plan and project timetable/flowchart to the website to facilitate the community's understanding of the overall study process.

Task 1a: Initiation of Community Education Efforts (Website)

CGR is committed to ensuring that the larger community has ready access to information regarding this shared services development process. To facilitate community education efforts, shortly after project inception, CGR will develop a project website, and draft a Project Steering Committee press release, for the counties to release to all local media outlets. A CGR project website is a powerful, easily accessible resource for community members and has contributed to greater transparency in all engagements where one has been created.

Task 2: Data Collection and Assessment

CGR will compile a list of data, interviews and other required documents and deliver it to the Project Steering Committee, municipal leaders, or the appropriate staff, as determined in the kickoff meeting. The purpose of the data collection will be to document a baseline of the current operations in each county. Hard data will be supplemented by personal interviews in order to develop a comprehensive staffing and cost picture. CGR will analyze the information and share key findings and any new information with the Project Steering Committee.

Key items to be reviewed as outlined in the proposal include:

- Three years of budget documents and financial statements;
- Collective bargaining agreements;
- Post-employment benefit costs for each county;
- Department specific organizational structures and missions;
- Existing shared service arrangements, including those with local towns, villages and / or school districts;
- Debt service and amortization schedules in each county;
- Asset inventory to include property and fixed assets; and
- Other items as identified by the Project Steering Committee or by CGR

Task 3: Regulatory Issues

CGR will investigate the legal and regulatory issues that could impact any shared service or consolidation options that are ultimately chosen by the Project Steering Committee. CGR will work with each county's legal representation to ensure a streamlined process of identifying the issues that will need to be addressed by the administration and / or by the legislatures in each county. CGR will report its findings back to the Project Steering Committee as information becomes available.

Note: Regarding legal analysis, it should be noted that CGR is not a law firm. However, our extensive experience working with municipalities on shared services, dissolution and consolidation studies; deep familiarity with New York State's framework governing such approaches; and our working relationship with Department of State personnel avail us of all necessary knowledge to complete the tasks contemplated by the RFP.

Task 4: Analysis of Restructuring and Consolidation Options

CGR will review the baseline analysis and the legal or regulatory issues as a starting point to develop a list of options that are available for the two counties to consider. The options typically follow along a continuum including considering the short and long term implications of maintaining the *status quo*, up to and including a full merger of the two counties. Shared service opportunities are closer to the *status quo* end of the continuum as some may not involve significant restructuring or may be similar to other shared services that are already in place. Functional consolidations are closer to the full merger end of the continuum and represent a

more substantial change than might otherwise be required. Each option will be evaluated in light of its potential to maintain existing levels of service and promote efficiencies in staffing and / or cost savings that is consistent with the goal of the RFP. CGR will present its full options analysis to the Project Steering Committee for review and consideration / discussion prior to presenting the options to the public.

Task 5: Public Forum(s)

Based upon our experience, CGR suggests that public forums be held in each county immediately following a report on the options that are viable and acceptable to the Project Steering Committee. This will allow the community to provide input into the final recommendations. CGR will present at up to two public forums (one in each county) upon completion of the options analysis in order to update the community on the study's progress and review potential operational and financial impacts associated with the alternatives. CGR will create a PowerPoint presentation based upon the options analysis – inclusive of as many ideas as may seem warranted by the Project Steering Committee based upon CGR's analysis – and the projected fiscal impact. At this point, the community will have the opportunity to relate their concerns and provide feedback that may influence the Project Steering Committee in determining its final recommendations to their respective legislatures.

Task 6: Recommendation and Implementation Planning

Following completion of the public meetings, with time allowed for feedback and edits to the options analysis, CGR will meet with the Project Steering Committee again to discuss potential recommendations. CGR will facilitate a discussion of the Committee and lend our expertise and knowledge from the baseline and options reports to help the Committee identify a set of recommendations. CGR will draft the final recommendations for the Project Steering Committee and deliver it for review.

CGR will also draft an implementation guide as a companion to the recommendations. The guide will outline the steps that may be required for any scenario that is ultimately part of the final recommendations of the Committee. The Committee will review the guide and make suggested edits before the implementation plan is approved.

Task 7: Project Closeout

CGR will compile the information from the previous phases into one comprehensive final report. The Final Report will not only contain key study components (e.g., baseline report, key findings, options analysis, and recommended actions) but also an Implementation Plan and Timeline. The report will be delivered to the Project Steering Committee.

Meetings

In addition to the two public meetings(s) identified in this proposal, CGR anticipates the project team will participate in regular Project Steering Committee meetings throughout the project,

using a combination of in-person and remote participation. Our budget has been developed assuming up to six in-person meetings with the Project Steering Committee during the course of the project (roughly every other month). During the intervening months, CGR will work with the Project Steering Committee via email, conference calls or videoconferencing. The meetings listed here do not include CGR's separate trips planned for interviews and site visits which will occur as needed.