

## **INTERMUNICIPAL AGREEMENT**

THIS INTERMUNICIPAL AGREEMENT ("Agreement"), by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York with principal offices at the John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York 13202 (the "County"), by J. Ryan McMahon II, its County Executive, and the TOWN OF LYSANDER, a municipal corporation of the State of New York with principal offices at 8220 Loop Road, Baldwinsville, New York 13027 (the "Town"), by Kevin Rode, its Supervisor. Collectively, County and Town are referred to as the "Parties".

WHEREAS, the Town applied for and received a \$120,000.00 planning grant from the New York State Department of State ("DOS") to prepare the Greater Baldwinsville Local Waterfront Revitalization Program for the Towns of Lysander and Van Buren, and the Village of Baldwinsville; and

WHEREAS, the planning grant includes a \$36,940.00 in-kind match from the County to the Town for administrative and planning services; and

WHEREAS, the Parties acknowledge the importance of developing a local waterfront revitalization program for the advancement of environmental and economic health within Onondaga County; and

WHEREAS, the County's Department of Planning will provide project management services, will act as liaison between the DOS, municipalities, and any consultants, and will facilitate completing the task items set forth in the NYDOS planning grant; and

WHEREAS, by Resolution No. 105 of 2025, the Onondaga County Legislature authorized the County to enter this Agreement.

NOW, THEREFORE, the parties agree as follows:

### **TERM**

The term shall begin on January 1, 2023, and shall continue through completion of the program or until in-kind match has been satisfied. This Agreement may be terminated early by either party as stated herein.

### **SCOPE**

The County hereby agrees to provide to the Town in-kind services of an amount not to exceed \$36,940.00 for the development of the Greater Baldwinsville Local Waterfront Revitalization Program, covering the Towns of Lysander and Van Buren, and the Village of Baldwinsville (the "LWRP").

The County, through its Department of Planning, shall provide project management services, act as liaison between the DOS, municipalities, and any consultants, and facilitate coordination on completion of the task items as set forth in the DOS planning grant awarded to the Town.

All services provided by the County pursuant to this Agreement shall be used consistently with Resolution No. 105 of 2025 of the Onondaga County Legislature, and as described in this Agreement.

### **PAYMENT**

The County shall provide in-kind services for the term of this Agreement in an amount not to exceed \$36,940.00.

### **REPORTING AND RECORD-KEEPING REQUIREMENTS**

The County will facilitate the grant drawdown process and shall maintain sufficient records to reflect the in-kind services provided and the amount associated thereto. Such records shall be provided to the Town no less frequently than once every one hundred and eighty (180) days (in alignment with DOS reporting dates).

Upon finishing all work under this Agreement, the Town agrees to provide to the County a certification of completion of the project.

The County reserves the right to request additional information from the Town regarding any aspect of the project, and further reserves the right to audit, for ten years following completion of work, at County expense, any and all documents, data, or information related to this Agreement. The Town agrees to cooperate fully in any such request or audit.

### **OVERSIGHT COMMITTEE(S)**

Any committee formed to oversee the development of the LWRP shall include at least one (1) representative from the County, the Town of Lysander, the Town of Van Buren, and the Village of Baldwinsville.

### **LICENSES AND PERMITS**

The Town hereby agrees that it will obtain at its own expense all licenses, permits, or any other approvals associated with this project, if any are required.

### **HOLD HARMLESS/ DEFENSE AND INDEMNIFICATION**

To the fullest extent permitted by law, the Parties agree to indemnify, defend, and hold harmless each other, including their respective officers, officials, contractors, employees, agents, and representatives from and against any and all claims, demands, actions, damages, losses, costs, expenses, and liabilities, arising out of or resulting from each other's work performed under this Agreement.

Each party shall promptly notify the other, in writing, as to any claim or suit brought against it where indemnity may be sought. Failure to provide such notice shall not relieve the indemnifying party of its obligations hereunder.

The provisions of this section shall survive termination of this Agreement.

### **INSURANCE**

For the duration of the term of this Agreement, the Town shall maintain insurance, as set forth in **Exhibit A: the County's Standard Terms and Conditions**.

### **TERMINATION**

This Agreement may be terminated by either party at any time upon forty-five (45) day written notice to the other. Except as otherwise stated herein, upon termination, all obligations herein shall cease.

Except as otherwise stated herein, the Parties shall not have or make any claim for damages against the other for the other's termination of this Agreement.

## **NOTICE**

If to County: Onondaga County Department of Planning  
Carnegie Building  
335 Montgomery Street  
Syracuse, New York 13202

With a copy to:

Onondaga County Law Department  
John H. Mulroy Civic Center, 10th Floor  
421 Montgomery Street  
Syracuse, New York 13202

If to Town: Lysander Town Hall  
Attn: Town Supervisor  
8220 Loop Road  
Baldwinsville, New York 13027

## **MODIFICATIONS**

This Agreement represents the entire and integrated understanding between the County and the Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only in writing signed by the Parties.

## **NON-WAIVER**

Failure by either party to take action with respect to any default or violation by the other of any of the terms set forth herein shall not limit, prejudice, or constitute a waiver of any rights of either party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

## **SEVERABILITY**

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

## **CLAUSES REQUIRED BY LAW**

The Parties understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force or effect of law.

## **EXHIBITS**

All exhibits hereto are hereby incorporated and made part of this Agreement. If there is a conflict between this Agreement and any exhibit, this Agreement shall control.

Department: PLANNING  
(Grant)

Contract No. \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and year hereinafter written.

**COUNTY OF ONONDAGA**

Dated: \_\_\_\_\_, 202\_\_\_\_\_

By: \_\_\_\_\_  
J. Ryan McMahon, II, *County Executive*

**TOWN OF LYSANDER**

Dated: January 29, 20220

By:   
Kevin Rode, *Supervisor*

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

On the 29<sup>th</sup> day of January, 2026, before me, the undersigned a Notary Public for said State, personally appeared KEVIN RODE, personally known to me, who, being by me duly sworn, did depose and say: that he resides in the TOWN OF LYSANDER, New York; that he is the Supervisor of the TOWN OF LYSANDER, and he duly acknowledged to me that he executed the instrument as Supervisor of the TOWN OF LYSANDER, pursuant to the authority vested therein.

LISA MARIE BARRAGAN  
Notary Public, State of New York  
No. 01BA0042041  
Qualified in Onondaga County  
Commission Expires September 25, 2029

  
Lisa Marie Barragan  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned a Notary Public in and for said State, personally appeared J. RYAN MCMAHON, II, personally known to me and known to me to be the COUNTY EXECUTIVE OF ONONDAGA COUNTY, New York, the municipal corporation described in and which executed the foregoing instrument, as COUNTY EXECUTIVE of said County, and he duly acknowledged to me that he executed the instrument as COUNTY EXECUTIVE OF ONONDAGA COUNTY, pursuant to the authority vested therein.

\_\_\_\_\_  
Notary Public

**Conflict Interest Affidavit**

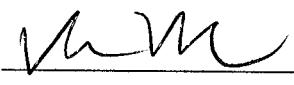
State of New York )  
County of Onondaga ) ss.:

Contractor, being duly sworn, deposes and says:

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

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

Contractor: TOWN OF LYSANDER

Signature: 

Name: Kevin Rode

Title: Supervisor

Date: 1/29/26

Sworn to before me on this 29<sup>th</sup> day  
of January, 2026.

LISA MARIE BARRAGAN  
Notary Public, State of New York  
No. 01BA0042041  
Qualified In Onondaga County  
Commission Expires September 25, 2029

Lisa Marie Barragan  
Notary Public

**EXHIBIT A**

**ONONDAGA COUNTY: STANDARD TERMS AND CONDITIONS**

This document sets forth the standard terms and conditions to be incorporated within and made a part of agreements with Onondaga County ("County"). The terms and conditions of the primary written agreement executed between the County and any party (with such party referred to herein as "Contractor" regardless of the designation in the primary agreement) shall control over the provisions set forth within this document, unless otherwise stated herein. References to "this Agreement" shall indicate the primary agreement within which this document is incorporated.

**TERMINATION**

Without cause shown, either party may terminate this Agreement sooner than the term's expiration date, with one party giving written notice of termination to the other party at least thirty (30) days in advance of the intended date of termination. For cause, the County may terminate this Agreement by giving Contractor written or oral notice of termination at any time.

Neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this Agreement sooner than the expiration date in the manner specified within this section.

Upon termination or expiration, all further obligations of the parties hereunder shall cease except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation:

- to make payments for amounts due and owing for work completed under a purchase order issued within the Agreement;
- to make payments for other amounts due and owing, which may include damages and remedies;
- to maintain documentation and produce such reports as may be required under this Agreement; and
- to defend, indemnify, and hold harmless the other in connection with claims arising from this Agreement.

**DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS**

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

- any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection

with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of Contractor or any person for whose acts or omissions Contactor is legally responsible (Contractor's Person) or any subcontractor of Contractor (Contractor's Subcontractor) or any person for whose acts or omissions Contractor's Subcontractor is legally responsible (Subcontractor's Person); and

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

## **INSURANCE**

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this Agreement.

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this Agreement.

Each insurance contract shall name Contractor as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a

claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County.

Contractor shall obtain these insurance contracts:

- Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this Agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement.

- Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this Agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement.

- Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury

liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this Agreement, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this Agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement.

Contractor shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

#### **WORKERS' COMPENSATION AND DISABILITY BENEFITS**

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

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

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this Agreement is not required to secure.

### **ASSIGNMENT**

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Contractor's right, title, or interest in this Agreement, or Contractor's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

### **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

### **NO PARTNERSHIP OR JOINT VENTURE**

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Contractor.

**CONFLICT OF INTEREST**

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Contractor shall deliver to County's Department of Law, the attached affidavit attached hereto as Exhibit 1 certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics.

If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same.

Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

### **CONFIDENTIALITY**

Contractor shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Contractor is granted use for the purposes of this Agreement only.

### **COMPLIANCE WTH LAW**

Contractor shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Contractor agrees that the appropriate review and actions under the State Environmental Quality Review Act shall be taken, as may be applicable, and documentation shall be maintained of any such review and action.

Such compliance is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

### **NON-WAIVER**

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

### **LICENSES AND PERMITS**

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

### **APPROPRIATIONS (AVAILABLE FUNDS)**

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

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

### **AGREEMENT MODIFICATIONS**

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

### **USE OF CONTRACT BY OTHER GOVERNMENTAL ENTITIES**

Consistent with the provisions of General Municipal Law §103 and other applicable law, rules, and regulations, this Agreement is intended to be open and available for use by other government entities, including without limitation, counties, towns, and villages within New York State.

Any such entity wishing to use this Agreement should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

County shall not be responsible for paying any costs incurred by such entity actually receiving services under this Agreement.

Contractor and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this Agreement.

County shall not be responsible for liability arising from such use by any such entity in using this Agreement.

### **SEVERABILITY**

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

### **DISCRIMINATION PROHIBITED**

Consistent with Labor Law §220-e, Contractor agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- there may be deducted from the amount payable to Contractor by County under this Agreement a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Contractor acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

### **CLAUSES REQUIRED BY LAW**

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

### **SUSPENSION AND DEBARMENT**

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.