

AGREEMENT

Authorized Agency

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this agreement by and between **MONROE COUNTY**, a municipal corporation with its principal offices at 39 West Main Street, Rochester, New York 14614 (the "County"), and the Cornell Cooperative Extension, with its principal offices at 2449 St. Paul Boulevard, Rochester, New York 14617 (the "Extension").

WITNESSETH:

WHEREAS, the Extension operates for the benefit of the entire community and at substantial expense to the Extension, and

WHEREAS, the Monroe County Legislature, by Resolution No. 345 of 2020, adopted December 10, 2020, authorized an agreement with the Extension contributing toward the support of such organization, and,

WHEREAS, attached hereto is Appendix A, Standard Clauses For County Agreements, and,

WHEREAS, attached hereto is Appendix B, Debarment Certification, and,

WHEREAS, attached hereto is Appendix C, Monroe County Equal Pay Certification.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, as follows:

1. Scope of Services

The Extension hereby agrees to provide the following services during the term of this Agreement:

(a) to carry out in a legal and proper manner the provisions of Subdivision 8 of Section 224 of the County Law of the State of New York as amended, and to provide for the expenditure of the money appropriated by the Legislature of Monroe County for the support and maintenance of the work of the Cooperative Extension in said county and in the conduct of the extended educational programs of the New York State College of Agriculture and Life Sciences, the College of Human Ecology, and other units at Cornell University; and

(b) to provide research-based information and educational programming to ensure the vitality of agriculture, strengthen families, promote health and well-being, responsibly improve home and community landscapes, and enhance our natural environment.

2. Payment

A. The Legislature of Monroe County has appropriated \$345,000.00 for the Cooperative Extension program.

B. The County hereby agrees to pay the Extension for the services above mentioned the sum of THREE HUNDRED AND FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$345,000.00). Said sum shall be paid as follows:

\$86,250.00 on February 15, 2021
\$86,250.00 on May 15, 2021
\$86,250.00 on August 15, 2021
\$86,250.00 on November 15, 2021

C. Payment of the sum herein contracted for will be made upon submission of properly executed vouchers approved by the Director of Finance, or such other person as he may designate in writing, and audited by the Controller of the County.

3. Term

The term of this Agreement shall be from January 1, 2021 through December 31, 2021.

Notwithstanding the provisions of the above paragraph, the County may terminate this Agreement immediately upon written notice to the Extension upon the happening of any of the following:

- a. Funding for the services to be performed under this contract is terminated or curtailed.
- b. The Extension becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
- c. The Extension violates any of the terms and conditions of this agreement, or any relevant statute or regulation.
- d. The County determines that the services performed by Extension do not adequately meet the standards of quality as prescribed by State and Federal governments.
- e. Modification of the County budget relating to Extension and/or modifications to appropriations to this Extension.

4. Recognition

The Extension agrees to provide recognition of the County's financial contribution under this Agreement in any annual report it may issue and in any written material and programs promoting or relating to events of the Extension or sponsored through the Extension.

5. Financial Statements

The Extension hereby agrees to submit two copies of its audited financial statements to the County's Director of Finance. Such statements shall be as of the end of the Extension's preceding fiscal year and shall contain a report of independent certified public accountants about their audit of the statements conducted in accordance with generally accepted auditing standards. Such audited financial statements must be received within 120 days of the end of the Extension's fiscal year. If any of the current year's payment dates precede the 120 day requirement for submission of the Extension's financial statements, payment can be made if the most recently available audited financial statements are on file with the Director of Finance. Notwithstanding anything contained in this Agreement to the contrary, no payments by the County which may be due or payable under this Agreement will be paid to the Extension after 120 days of the end of its fiscal year unless such audited financial statements are received by the Director of Finance.

6. Provision of Salary Information

The Extension hereby agrees to submit two copies of a report listing the five highest paid employees' salaries to the County's Director of Finance. Such report shall be as of the end of the Extension's fiscal year. Such report must be received within 120 days of the end of the Extension's fiscal year. Notwithstanding anything contained in this Agreement to the contrary, no payments by the County which may be due or payable under this Agreement will be paid to the Extension after 120 days of the end of its fiscal year unless such report is received by the Director of Finance.

7. Required Standard Clauses For County Agreements

Appendix "A" contains the standard clauses for all Monroe County agreements and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein. Professional liability insurance is not a requirement of this agreement; all other insurance requirements in Appendix A remain in full force and effect.

IN WITNESS WHEREOF, Adam J. Bello, County Executive of the COUNTY OF MONROE and Andrea Lista, Executive Director of Cornell Cooperative Extension, hereto have executed this Agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

APPENDIX A
STANDARD CLAUSES FOR MONROE COUNTY AGREEMENTS
(SEE ATTACHED DOCUMENT)

APPENDIX B
DEBARMENT CERTIFICATION
(SEE ATTACHED DOCUMENT)

APPENDIX C
MONROE COUNTY EQUAL PAY CERTIFICATION
(SEE ATTACHED DOCUMENT)

DIGITAL SIGNATURES

Andrea Lista Digitally signed by Andrea Lista
Date: 2021.01.05 18:18:15 EST
Reason: Signed Via ContractHQ
Location: Monroe County

Adam Bello Digitally signed by Adam Bello
Date: 2021.01.12 09:43:56 EST
Reason: Signed Via ContractHQ
Location: Monroe County