

Jefferson-Lewis One-Stop Operator Agreement

I. Purpose

This Agreement is made by and between the Jefferson-Lewis Workforce Development Board (WDB) and the County of Jefferson, 175 Arsenal Street, Department of Employment & Training located at 1000 Coffeen Street, both in the City of Watertown, NY.

The terms of this Agreement shall be for four years beginning on July 1, 2025 and ending June 30, 2029. The agreement shall be binding, unless termination is agreed upon by both parties.

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014, has a focus on enhancing the current, high-quality one-stop center system by continuing to align investments in workforce, education, and economic development to regional in-demand jobs. The new law places greater emphasis on local resource coordination to better meet the needs of jobseekers, workers, and businesses. This includes the cultivation of partnerships and strategies necessary for one-stops to provide job seekers and workers with high-quality career services, education and training, and supportive services. Therefore, under WIOA the Career Centers are required to partner with a range of federally funded employment and training programs to promote the coordination of services on behalf of job seekers and businesses. The One-Stop Operator will be integral in supporting the system and coordinating these services. The mandated partners currently include:

- WIOA Title I Adult, Dislocated Worker, and Youth Services, as well as services under a federal Re Employment Opportunities (REO) grant: Jefferson and Lewis Counties Department of Employment & Training
- WIOA Title II: NYS Education Department
- WIOA Title III Wagner-Peyser Employment Services/Trade Act/Unemployment Compensation/Jobs for Veterans State Grants: NYS Department of Labor
- WIOA Title IV, Rehabilitation Act: NYS Commission for the Blind
- WIOA Title IV, Rehabilitation Act: ACCES-VR
- Title V- Older Americans: Jefferson and Lewis Counties OFA
- CTE-Perkins: Jefferson Community College
- CTE-Perkins: BOCES
- Community Service Block Grant: Jefferson County CAPC and Lewis County Opportunities
- Temporary Assistance to Needy Families - Employment & Training: Jefferson and Lewis Counties DSS
- Job Corps

Funding and identity of mandated partner entities may change over the course of the term of this Agreement. The One-Stop Operator will convene and coordinate with any and all mandated partner entities throughout the course of the term of this Agreement.

All of the mandated partner entities are parties to a service delivery Memorandum of Understanding (MOU) with the Jefferson-Lewis Workforce Development Board. The MOU describes system design and services. The primary responsibility of the One-Stop Operator is to coordinate the implementation of the MOU.

II. Areas of Agreement

A. General

The Parties are committed to coordinating the delivery of the applicable WIOA career services provided by partner entities. The goals of this coordination are to maximize the resources available in Jefferson and Lewis Counties for the provision of these services and to create a positive and seamless customer experience for all one-stop system customers. To ensure that these goals are met, the Parties will focus their efforts on:

- 1) promoting communication among the mandated partner entities;
- 2) developing common intake, referral, and co-enrollment processes, wherever possible;
- 3) ensuring system and service access for all system participants, especially youth and individuals with barriers to employment;
- 4) ensuring coordination of applicable career services for local businesses;
- 5) planning cross-training of partner program staff; and
- 6) measuring and facilitating efforts to continuously improve system performance.

B. Roles of the Parties

1. Jefferson-Lewis Workforce Development Board

- a. Provide One-Stop Operator with a copy of the current MOU.
- b. Provide One-Stop Operator with the identity of and contact information for the point of contact at each partner entity.
- c. Inform partner entities of the expectation that they cooperate with the One-Stop Operator.
- d. Provide a schedule of up to four meetings per year between the One-Stop Operator and mandated partner entities.
- e. Provide input into and approve agendas for the meetings between the One-Stop Operator and mandated partner entities.
- f. Provide a management liaison who will attend meetings between the One-Stop Operator and mandated partner entities.
- g. Provide input into and approve a semi-annual reporting format to inform the Jefferson-Lewis WDB on the progress and performance of system partnerships.
- h. Guide the One-Stop Operator in the development of benchmarks to measure system performance and continuous improvement, including customer service, system flow, and other performance elements to be determined.
- i. Provide technical assistance, when needed or requested, to help the One-Stop Operator to perform the duties outlined in this Agreement.
- j. Communicate to the One-Stop Operator any new requirements imposed on the One-Stop Operator by Federal law, regulation, or guidance or State statute or policy.
- k. Reimburse the One-Stop Operator for allowable costs incurred under this Agreement after receipt of quarterly invoices with appropriate fiscal documentation.

2. One-Stop Operator

- a. Convene and facilitate up to four meetings per year of mandated partner entities. Engaging all partners in the discussion will be a major agenda objective.

- b. Develop, with input from and approval of the Jefferson-Lewis WDB, a semi-annual reporting format to inform the Jefferson-Lewis WDB on the progress and performance of system partnerships.
- c. Attend four Jefferson-Lewis WDB meetings during the year to report on the progress and performance of system partnerships.
- d. Support the Jefferson-Lewis WDB in the development of benchmarks to measure system performance and continuous improvement, including customer service, system flow, and other performance elements to be determined, and to include Quarterly Customer and Business Satisfaction surveys.
- e. During the quarterly meetings of mandated partner entities, facilitate the planning of cross-training of partner program staff. Evaluate the effectiveness of cross-training annually and make recommendations for continuous improvement to the Jefferson-Lewis Workforce Development Board.
- f. In partnership with the local WIOA Equal Opportunity Officer, develop a process to review access to facilities and program services for all system participants, especially individuals with disabilities, youth, and individuals with barriers to employment.
- g. Comply with any new requirements imposed on the One-Stop Operator by Federal law, regulation, or guidance or State statute or policy, except that if compliance with these requirements would cause the One-Stop Operator to exceed the Agreement budget, then the Jefferson-Lewis WDB will exempt the One-Stop Operator from any requirements that cause the One-Stop Operator to exceed the Agreement budget.
- h. Submit quarterly invoices for reimbursement of allowable costs incurred under this Agreement no later than 10 business days after the end of each calendar quarter. Attach appropriate fiscal documentation to each quarterly invoice.
- i. Make at least four visits to the Lewis County One-Stop annually.

C. Expected Activities and Outcomes

1. The One-Stop Operator will provide the following deliverables related to convening the mandatory one-stop partner entities:

- a. Convene and facilitate up to four meetings per year of mandated partner entities to support MOU implementation. These meetings will be scheduled quarterly with the first meeting tentatively scheduled for September 2025.
- b. Invite all mandated partner entities to these meetings at least 30 days prior to the meeting date.
- c. Develop, with input from and approval of the Jefferson-Lewis WDB, agendas for the meetings, published at least 10 days prior to the meeting date, and sent to mandated partner entities.
- d. Create any necessary visual aids to be projected or shared during the meeting.
- e. Take attendance at these meetings, report attendance to the Jefferson-Lewis WDB, and follow up with any mandatory partner entities who are absent from the meeting.
- f. Provide meeting minutes, subject to approval by the Jefferson-Lewis WDB, from meetings between the One-Stop Operator and mandated partner entities to the Jefferson-Lewis WDB and all mandated partner entities within 10 business days after each meeting.

2. The One-Stop Operator will provide the following deliverables related to reporting to the Jefferson-Lewis Workforce Development Board:

- a. Develop, with input from and approval of the Jefferson-Lewis WDB, a semi-annual reporting format to inform the Jefferson-Lewis Workforce Development Board on the progress and performance of system partnerships.
- b. Attend four Jefferson-Lewis Workforce Development Board meetings during the year, to report on the progress and performance of system partnerships. The report should be presented in writing, submitted with meeting materials no later than 10 days prior to the date of the meeting, and explained verbally to the Board with the use of visual aids. The Jefferson-Lewis WDB will determine the exact length of the presentation, not to exceed 20 minutes, not including questions and answers.

D. Budget (per year – to be modified by July 1 of each year of the agreement)

Personnel. Salary and fringe benefits (approximately 30 hours over the course of the year) Hourly salary rates, excluding fringe, shall not exceed \$60.00 per hour.	
Personnel	\$1,800.00
Travel. 250 miles of project-related travel at 70.0 cents per mile (to be updated if mileage rates change)	
Travel	\$175.00
General Office Supplies. Materials and supplies	
General Office Supplies	\$25.00
Total	\$2,000.00

IN WITNESS THEREOF, the Parties have executed this Agreement on the date indicated below.

JEFFERSON-LEWIS WORKFORCE DEVELOPMENT BOARD

By: _____ Date: _____
Matthew Cooper, Chair of Jefferson-Lewis Workforce Development Board
State of New York)
County of Jefferson) ss.:

On the ____ of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew Cooper, 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/she 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.

Signature

Please notarize using black ink only.

IN WITNESS THEREOF, the Parties have executed this Agreement on the date indicated below.

ONE-STOP OPERATOR

By: _____ Date: _____
William Johnson, Chair of the Jefferson County Board of Legislators
State of New York)
County of Jefferson) ss.:

On the ____ of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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/she 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.

Signature

Please notarize using black ink only.

Attachments

Nondiscrimination & Equal Opportunity Assurance. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014 which prohibits discrimination regarding participation, benefits, and employment on the basis of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any Federal - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any Federal - financially assisted program or activity (including provisions protecting persons with Limited English Proficiency against National Origin Discrimination and providing them with meaningful access to services as clarified by Executive Order 13166); Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The One-Stop Operator also assures that it will comply with all regulations implementing the laws listed above, including but not limited to the WIOA Final Rule, at 20 CFR Parts 603 et al. and 34 CFR Parts 361 et al. This assurance applies to the Sub-grantee participants enrolled in WIOA Title I programs or

1. **Veterans Priority of Service:** When the pool of eligible training candidates includes veterans and eligible spouses of veterans, the One-Stop Operator assures and agrees that it will provide such persons with priority of service in compliance with 20 CFR Part 1010.
2. **Inventions:** The One-Stop Operator recognizes that any inventions, software, furniture or equipment purchased through the Project is property of the Jefferson-Lewis WDB and ultimately the United States Department of Labor (USDOL).
3. **Clean Air Act:** The One-Stop Operator assures and agrees that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Act (33 U.S.C. §1251 et seq.). Violations shall be reported

to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. **Buy American Requirements:** The One-Stop Operator assures and agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Sub-grant will be American made.
5. **Energy Policy and Conservation Act:** The One-Stop Operator assures and agrees that it will comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
6. **Renegotiation:** The parties agree to renegotiate this Agreement in the event that appropriate Federal, State, local, and/or other government agencies issue new or revised requirements binding on the Jefferson-Lewis WDB as a condition for receiving continued Federal or State reimbursement.
7. **Notice of Job Vacancies:**
 - A. The One-Stop Operator recognizes the continuing commitment on the part of Jefferson and Lewis Counties to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the Counties' need to know when jobs become available in the community. The One-Stop Operator agrees to notify the Counties when it has or is about to have a job opening for a full time position within Jefferson and/or Lewis Counties or any contiguous county. Such notice shall be given as soon as practicable after the One-Stop Operator has knowledge that a job opening will occur. The notice shall contain a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience). The One-Stop Operator agrees to utilize the New York State Department of Labor job bank to place notices of any such jobs.
 - B. The One-Stop Operator recognizes that this is an opportunity to make a good faith effort to work with Jefferson and Lewis Counties for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the One-Stop Operator to employ any individual who may be referred by or through the Counties for job opening as a result of the above notice. Any decisions made by the One-Stop Operator to hire any individual referred by or through the Counties shall be voluntary and based solely upon the One-Stop Operator's job requirements and the individual's qualifications for the job, as determined by the One-Stop Operator.
8. **Lobbying:** As required by Section 1352, Title 31 U.S.C. and WIOA Sec. 195, and codified in the regulations at 29 CFR Part 93, the One-Stop Operator certifies that:
 - A. No Federal appropriated funds will be paid, by or on behalf of the One-Stop Operator to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Service Provider shall complete and submit Federal Standard Form LLL, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.
9. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, and implemented at 29 CFR Part 98, the One-Stop Operator certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the One-Stop Operator's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees about:
- the dangers of drug abuse in the workplace
 - the One-Stop Provider's policy of maintaining a drug-free workplace
 - any available drug counseling, rehabilitation, and employee assistance program
 - the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement specified in Section 18(A) above.
- D. Notifying the employee in the statement required by Section 18(A) above, that as a condition of employment under this Agreement, the employee will:
- abide by the terms of the statement
 - notify the employer in writing of his or her conviction for a violation of a criminal drug statute **occurring in the workplace** no later than five (5) calendar days after such conviction
- E. Notifying, in writing within ten (10) calendar days after having received notice from an employee or otherwise receiving actual notice of such conviction, Executive Director, Jefferson-Lewis Workforce Development Board., 1000 Coffeen St., Watertown, NY 13601.
- F. Taking one of the following actions within thirty (30) calendar days after receiving notice, with respect to any employee who is so convicted:
- taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through the above steps.
10. **Prohibition on Trafficking in Persons:** The One-Stop Operator and its employs may not
- A. Engage in severe forms of trafficking in persons during the period of time that the Sub-grant is in effect;

- B. Procure a commercial sex act during the period of time that the Sub-grant is in effect; or
- C. Use forced labor in the performance of the Sub-grant.

The One-Stop Operator shall inform the Jefferson-Lewis WDB's Technical Assistance and Training Manager immediately of any information it receives from any source alleging a violation of a prohibition in this paragraph.

- 11. **Debarment and Suspension:** The One-Stop Operator shall certify to the terms set forth in Attachment B, annexed hereto, which is incorporated by reference into this Agreement.
- 12. **Federal Single Audit:** The One-Stop Operator shall comply with the Federal Audit Compliance terms set forth in Attachment C, annexed hereto, which is incorporated by reference into this Agreement.
- 13. **Salary and Bonus Limitations:** The One-Stop Operator shall not use funds from this Sub-grant to pay salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under section 5313 of title 5, United States Code.
- 14. **Personally Identifiable Information:** The One-Stop Operator must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. The One-Stop Operator must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).
- 15. **Termination:** This Agreement may be terminated as follows:
 - A. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.
 - B. This Agreement may be terminated immediately by the Jefferson-Lewis WDB upon written notice to the One-Stop Operator:
 - (i) If funding for the services for the Project set forth in this Agreement is terminated or curtailed;
 - (ii) If any of the Parties become insolvent, is unable to pay its debts as they mature, states in writing that it is not able to pay its debts as they mature, makes an assignment for the benefit of creditors, files, or has filed against it, any proceeding in the U.S. Bankruptcy Court, is subject to a levy, seizure or sale of a substantial part of its property on behalf of creditors, or is subject to the appointment of a receiver for a period equal to or greater than thirty (30) days;
 - (iii) If any of the Parties is dissolved, terminated or ceases to exist according to the laws of the State of New York;
 - (iv) If any of the Parties commits any breach of this Agreement or violates any applicable statute or regulation; or

(v) If the Jefferson-Lewis WDB determines that the services performed by the One-Stop Operator under this Agreement do not adequately meet the standards of quality as prescribed by State and Federal governments.

C. This Agreement may be terminated by the mutual written consent of the Parties at any time.

16. **Insurance:** Throughout the term of this Agreement, the One-Stop Operator shall, at its own cost and expense, procure and maintain or otherwise arrange for insurance policies covering the following: worker's compensation insurance, New York State disability benefits insurance, or its equivalent, comprehensive general liability insurance (including, without limitation, contractual liability) covering bodily injury and property damage, with single limits of liability in the amount of \$1,000,000 or more; *if applicable* automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 for each occurrence, bodily injury and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be canceled or amended in any way without ten (10) days prior written notice to the Jefferson-Lewis WDB, shall be delivered to the Jefferson-Lewis WDB before final execution of this Agreement and original renewal certificates conforming to the requirements of this Section shall be delivered to the Jefferson-Lewis WDB at least sixty (60) days prior to the policy expiration date. **The One-Stop Operator's insurance shall provide for and name the Jefferson-Lewis WDB as an additional insured.** All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Jefferson-Lewis WDB.
17. **Indirect Cost Rate and Cost Allocation Plan:** If the One-Stop Operator has a federally approved Negotiated Indirect Cost Rate Agreements (NICRA) or Cost Allocation Plan (CAP), the One-Stop Operator will provide a copy of the NICRA or CAP within 30 days of execution of this Agreement. If a new federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or Cost Allocation Plan (CAP) is issued during the life of this Agreement, the One-Stop Operator shall provide a copy of the new NICRA or CAP to the Jefferson-Lewis WDB within the later of 30 days of issuance or 30 days of the date of execution of this Agreement. Funds may be re-budgeted as necessary between direct and indirect costs consistent with institutional requirements and DOL regulations for prior approval, however the total amount of the sub-grant budget will not be increased.
18. **Indemnification:** The One-Stop Operator covenants to indemnify and hold harmless the Jefferson-Lewis WDB, its officers, employees and agents, and, at the request of the Jefferson-Lewis WDB, defend the Jefferson-Lewis WDB, its officers, employees and agents, from and against any and all claims, judgments, costs, actions, awards, liabilities, losses, expenses, damages or liability, including attorney's fees and costs of litigation, arising out of negligence, misconduct, omission or breach of the One-Stop Operator, its officers, employees and agents, in connection with the performance of its duties under this Agreement. The One-Stop Operator further covenants, in case any claim or demand is asserted against it which may result in liability to the Jefferson-Lewis WDB, that it shall give prompt notice thereof in writing to the Jefferson-Lewis WDB and shall cooperate in the investigation of any such claim or defense of any action arising therefrom. The One-Stop Operator shall not be required to indemnify or defend the Jefferson-Lewis WDB for any damage or loss arising from any negligent acts or omissions or willful misconduct of the Jefferson-Lewis WDB, its officers, employees and agents. The provisions of this section shall survive expiration or termination of this Grant.

The Jefferson-Lewis WDB covenants to indemnify and hold harmless the One-Stop Operator, its officers, employees and agents, and, at the request of the One-Stop Operator, defend the One Stop Operator, its officers, employees and agents, from and against any and all claims, judgments, costs, actions, awards, liabilities, losses, expenses, damages or liability, including attorney's fees and costs of litigation, arising out of negligence, misconduct, omission or breach of the Jefferson-Lewis WDB, its officers, employees and agents, in connection with the performance of its duties under this Agreement. The Jefferson-Lewis WDB further covenants, in case any claim or demand is asserted against it which may result in liability to the One-Stop Operator, that it shall give prompt notice thereof in writing to the One-Stop Operator and shall cooperate in the investigation of any such claim or defense of any action arising therefrom. The Jefferson-Lewis WDB shall not be required to indemnify or defend the One-Stop Operator for any damage or loss arising from any negligent acts or omissions or willful misconduct of the One-Stop Operator, its officers, employees and agents. The provisions of this section shall survive expiration or termination of this Grant.

19. Relationship of Parties:

- A. In performing professional services under this Agreement, the One-Stop Operator shall be and act at all times and in all respects as an independent contractor providing the workforce development services under this Project, and the One-Stop Operator shall, in carrying out the duties and obligations of this Agreement, be and perform at all times as an independent contractor. The sole interest of the One-Stop Operator is to ensure that the services under this Project are performed in a consistent, competent and efficient manner. Nothing herein shall be construed to create an employer/employee relationship between the One-Stop Operator and the Jefferson-Lewis WDB or between the One-Stop Operator and the Jefferson-Lewis WDB's employees or professional subcontractors. The Jefferson-Lewis WDB and its employees or professional subcontractors shall not be eligible hereunder for participation in any employee benefit plans of the One-Stop Operator, nor shall they have any claim under this Agreement against the One-Stop Operator for vacation pay, sick leave, retirement benefits, Social Security, Workmen's Compensation, disability or unemployment insurance benefits or any other employee benefits of any kind.
- B. Neither the One-Stop Operator nor the Jefferson-Lewis WDB shall be authorized to act as agent for the other or to incur any liability in the name of or on behalf of the other, unless expressly provided in this Agreement or specifically authorized in writing by the party, which would be responsible for the obligation.

20. **Severability:** Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions shall nevertheless continue in full force and effect. In lieu of such invalid or unenforceable provision, there shall be added to this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

21. Miscellaneous:

The following provisions shall apply to this Agreement:

- A. The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

- B. Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.
 - C. In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.
 - D. If the consent of either party is required for whatever reason under the terms of this Agreement, such consent shall not be unreasonably withheld.
 - E. The Parties agree that each will timely execute any further documents that will be reasonably necessary to effect any term, condition, warranty, or other part or aspect of this Agreement.
 - F. The Parties may only assign their respective rights and obligations under this Agreement in their entirety, and may not assign less than all of their respective rights and obligations. Any assignment will be conditioned upon prior written consent from each of the other Parties, which consent shall not be unreasonably withheld.
 - G. Wherever necessary or appropriate, the masculine gender whenever used shall include the feminine, and the feminine shall include the masculine; the neuter shall include both masculine and feminine; the singular shall include the plural, and the plural shall include the singular.
22. **Failure of Performance:** If either party to this Agreement fails in the due performance of any of its obligations under the terms of this Agreement, the other party will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred:
- (a) to sue for damages;
 - (b) to seek such other legal and equitable remedies; and
 - (c) to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt.

Nothing contained herein shall be construed to restrict or impair the rights of either party to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforceable concurrently therewith or from time to time.

23. **Notices:** Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested to the addresses noted above. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

24. **Construction:** All understandings and agreements previously made by and between the parties are merged in this Agreement, and all schedules and exhibits that are now or will be attached, which alone fully and completely expresses their agreement. This Agreement may not be changed, terminated, nor any of its provisions modified, amended or waived, except in a writing signed by all of the parties to this Agreement.
25. **Applicable Law; Jurisdiction; Venue:** This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The Counties of Jefferson and Lewis in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.
26. **Binding Effect:** This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.
27. **Compliance with Laws:** The parties to this Agreement hereby assert that, to the extent applicable, they are in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the requirements contained in the Federal Office of Management and Budget final rule on updated cost principles published at 2 CFR Chapter I, and Chapter II, Parts 200 et al.
28. **No Waiver:** Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.