

Public Utility Service
Monday, December 13, 2021 @ 9:30 AM

MINUTES

Approval of Minutes

Meeting was called to order by Schwartz at 9:37

Members Present : Schwartz (zoom), Jones (zoom, DiVeronica (zoom), and Magliocca.

Additional Present: Scott Ingmire, Samantha Field, Paul Lutwak, Mark Scimone and Gwen Williamson.

Motion to approve November 2021 minutes was made by DiVeronica and seconded by Jones passed at 9:38 A.M. 4/0/0

OLD Business

1. Status of ReConnect Project

Swartz identified two objectives: First to secure bank information from the bank for USDA, and second to formally have ECC on board.

2. Review Resolution to retain ECC to provide Engineering and Construction Management Services

Mark Scimone reported that ECC provided a proposal, there was conversation between ECC and Mark about it and the details were worked out. Mark noted appropriate wording will be included in the Scope of Services to prioritize that the engineer be tasked with items covered by the grant. ECC will provide consulting services and professional assistance with Empire Access Management, the RFP, and the engineering firm.

3. Update on Spectrum buildout costs for unserved residents

Swartz received a reply from Spectrum on what it might cost to extend lines out beyond the build-out, and the numbers were very high. This committee will focus on the broadband grant project and see how the funding goes. It was noted that NYS will be receiving money which may be available for future extensions or projects, yet to be determined.

Resolutions:

1. Authorizing the Chairman to enter into an agreement ECC Technologies Inc (2021)

The Committee approved resolution authorizing the Chairman to enter into an agreement with ECC Technologies, Inc (2021) on a

motion by DiVeronica and seconded by Magliocca at 9:53 A.M.
4/0/0

2. Authorizing the Modification of the 2022 Adopted County Budget (Municipal Utility)

The committee authorized the modification of the 2022 adopted County Budget on a motion by Jones and seconded by Magliocca at 9:52 A.M. 4/0/0

3. Authorizing the Chairman to Enter into an Agreement ECC Technologies, Inc (2022)

The Committee approved resolution authorizing the Chairman to enter into an agreement with ECC Technologies, Inc (2022) on a motion by Magliocca and seconded by DiVeronica at 9:53 A.M.
4/0/0

Other Committee Business

Rocco DiVeronica took a moment to state his support for this project. He said he was glad to have been a part of it and this committee. Members acknowledged Rocco's sentiments , thanked him for his input on the committee, and wished him well.

Preferred Agenda

All previous motions to be on the preferred agenda.

Next Meeting:

Consolidation of meeting dates is being considered for the new year. The next Madison County Public Utility Services meeting will be determined as part of that process.

Adjourn

The meeting was adjourned on a motion by Jones and seconded by DiVeronica at 10:01 A.M.

Respectfully submitted: Gwen Williamson

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

WITNESSETH

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor _____.
_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).
- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of Madison County.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but

not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed 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 the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **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.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto 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 and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at [Corporate Compliance Plan](#). Additionally, the Health Services Code of Conduct can be reviewed at [Madison County Health Services Code of Conduct Policy](#). Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors. To access the County's Training Video and Acknowledgement Form, please visit the following links: [Corporate Compliance Training Video](#) and [Corporate Compliance Training Acknowledgement Form](#).

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at [Conflict of Interest](#) return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
 - d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)

Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)

Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635, Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary Public

STATE OF _____)
 COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
 Appointed in _____ County
 My Commission Expires:

 Notary Public

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

I. SCOPE OF SERVICES

It is assumed ECC will work closely with Madison County over the next eight weeks to develop the necessary data and response to submit a grant application to the USDA. The Scope of Services represents ECC's projected work required to support the grant applications being submitted by Madison County. ECC will develop a project plan, utilizing SmartSheets, an Internet-based project management application. By utilizing this tool, ECC and Madison County will have full access to the project plan at all times.

The Scope is divided into distinctive components, which reflect the following requirements provided by the RUS ReConnect grant application: Technical, Financial, and Environmental. ECC will work with and on behalf of the County to complete the following tasks required for the ReConnect Grant submission. It should be noted that the "Advance Work" is required prior to the application for the Grant.

ADVANCE WORK

- PRELIMINARY DESIGN
- BUSINESS PLAN DEVELOPMENT
- REGISTRATION

ReCONNECT GRANT APPLICATION

- SECTION A - GENERAL INFO ON THE APPLICANT AND THE PROJECT
- SECTION B - AN EXECUTIVE SUMMARY OF THE PROPOSED PROJECT
- SECTION C - DESCRIPTION OF THE PROPOSED FUNDED SERVICE AREA
- SECTION D - SUBSCRIBER PROJECTIONS
- SECTION E - MAP OF THE PROPOSED FUNDED SERVICE AREA (PFSA)
- SECTION F - DESCRIPTION OF ADVERTISED PRICES BY COMPETITORS IN THE SAME AREA
- SECTION G - NETWORK DESIGN
- SECTION H - RESUMES, READINESS AND ORG CHART
- SECTION I - LEGAL OPINION
- SECTION J - INFRASTRUCTURE COSTS
- SECTION K - WORKING CAPITAL
- SECTION L - HISTORICAL FINANCIAL STATEMENTS
- SECTION M - AUDITED FINANCIAL STATEMENT
- SECTION N - PROJECT PRO FORMA -- PER US GAAP ACCOUNTING PER GOV'T WEBSITE
- SECTION O - RUS APPLICATION SYSTEM ATTACHMENTS
- SECTION P - SCORING SHEET
- SECTION Q - OBLIGATIONS
- SECTION R - ENVIRONMENTAL INFORMATION
- SECTION S - CERTIFY AGREEMENTS TO INVESTORS
- SECTION T - TRIBAL LAND
- SECTION U - OTHER MATERIAL REQUESTED IN THE ONLINE APPLICATION SYSTEM

These components, which are detailed on the following page, represent ECC's proposed scope to support the Madison County team in generating the 2nd chance grant applications. There may be slight alterations to ECC-specific tasks in working through deliverables, but the committed hours and expected deliverables are as described.

Each submission will utilize the workplan that follows the RUS' grant application with corresponding deliverables. ECC requests weekly update meetings via conference call to ensure the tasks/deliverables due between the parties are on target. Specific workplan components proposed by ECC include the following, and are further detailed in the Appendix:

ADVANCE WORK

PRELIMINARY DESIGN Performed by ECC

- Define Preliminary PFSA Map
- Field Check to Confirm Questionable Areas
- Edit and Create Final PFSA Map
- Identify Homes Passed
- Define Technical Solution, Network Map and CAPEX

BUSINESS PLAN DEVELOPMENT Performed by ECC

- Define Business Strategy
 - Identify Potential ISP Partners
 - Select Partner
 - Define Roles and Responsibilities
 - Define Service Offering and Assumptions
- Marketing Program Summary
- Operational Development
- Legal Development
- Financial Projections:
 - Develop Revenue Forecast
 - Define Income Statement
 - Develop Statement of Cash Flows
 - Create Balance Sheet

REGISTRATION: Performed by the County

- DUNS Number – must Register – Using Partner
- SAMS – Must Register
- CAGE Number
- USDA Login Credentials for Madison County and ECC
 - ECC set as CONSULTANT in Madison Portal

APPLICATION TASKS AS IDENTIFIED IN APPENDIX A

SECTION A - GENERAL INFO ON THE APPLICANT AND THE PROJECT

- General Info on the Applicant
 - A description of the project (which will be made public)
 - The estimated dollar amount of the Funding Request

SECTION B - AN EXECUTIVE SUMMARY OF THE PROPOSED PROJECT

- Description of Existing Operation
- Key Management

- Description of Workforce
- Interaction between Parent and Affiliate or Subsidiary
- Detailed description of the proposed Project

SECTION C - DESCRIPTION OF THE PROPOSED FUNDED SERVICE AREA

- Description of the Proposed Funded Service Area including Homes Passed

SECTION D - SUBSCRIBER PROJECTIONS

- No. of Subscribers for BB, Video and Voice -- and other services
- Description of the Proposed Service and the Pricing Plan
- Explanation of Service Affordability

SECTION E - MAP OF THE PROPOSED FUNDED SERVICE AREA (PFSA)

- Create Map from RUS Mapping Tool -- reconnect.usda.gov
- Identify and Prove Areas without BB and non-funded service areas of the applicant*
 - Assessment of Current BB in Project Area
 - Description of data source or methodology to capture data
 - Unserved Areas - Identify Eligible Areas
 - Map of Unserved area
 - BAAT data
 - Census Block Overlay

*Donut Holes are allowed in PFSA and MM Fiber can route through noneligible area

SECTION F - DESCRIPTION OF ADVERTISED PRICES BY COMPETITORS IN THE SAME AREA

- Description of Advertised Prices by Competitors in the Same Area
- Description of Existing Services and Speeds

SECTION G - NETWORK DESIGN

- Description of Proposed Technology Used
 - Narrative explaining design of deployment
 - Explanation of current networks and equipment to be leveraged
 - Explanation of tying the number of users - for new service
 - Fixed Wireless providers explain frequency to be used and other info
 - Explanation of Scalability
- Demonstrate that all premises can be served
- A Network Diagram
- Buildout Timeline and Milestone
- Network Information Certified by Professional Engineer
- Certify 100Mbps both ways? Y or N
- List all Required Licenses and Regulatory approvals needed for project
- List how much Applicant will rely on contractors and vendors to deploy network

SECTION H - RESUMES, READINESS AND ORG CHART

- Resumes of Key Management
- Description of org's readiness to manage BB network
- Org Chart showing all Parent orgs and subsidiaries and affiliates

SECTION I - LEGAL OPINION (County legal team provides)

- Ability to enter into Award Documents
- Describe all pending litigation matters
- Pledge Security
- Ability to Provide BB under State Law

SECTION J - INFRASTRUCTURE COSTS

- Summarize and itemize Budget of infrastructure costs
 - Narrative
 - Budget Detail
- Describe Ratio of Loans to Grant, and any other outside funding

SECTION K - WORKING CAPITAL

- Description of Working Capital requirements and Source of Funds

SECTION L - HISTORICAL FINANCIAL STATEMENTS

- Last 4 years or since startup --including income statement, balance sheet, cash flow

SECTION M - AUDITED FINANCIAL STATEMENT

- 2 Previous Years of Operation from Each of the Partners

SECTION N - PROJECT PRO FORMA -- PER US GAAP ACCOUNTING PER GOV'T WEBSITE

- As per <http://www.rd.usda.gov/files/accounting/guidance10.PDF>
- Subscriber estimates, annual financial projections with balance sheets, income statements, and cash flow, depreciation schedule
 - Narrative
 - Budget Detail
 - Financial Model
 - Definition
 - Creation
 - Review
- Committed Resources of Capital Funding and Include Bridge Year

SECTION O - RUS APPLICATION SYSTEM ATTACHMENTS

- Download forms below from USDA website and fill out the ones that apply
 - Closing Instructions
 - Legal Opinion
 - Mortgage-Co-Lender
 - Mortgage-Existing Borrower
 - Mortgage- New Borrower
 - ReConnect Agreement – Loan/Grant and Security Agreement

- Farm or Business Pre-Subscription Form
- Network Design Certification

SECTION P - SCORING SHEET

- Create Scoring Sheet set forth in FOA

SECTION Q - OBLIGATIONS

- List of Obligations, security agreements, service agreements etc.

SECTION R - ENVIRONMENTAL INFORMATION

- Required to certify construction meets the NEPA and Endangered Species
- Use Online system and after the fact info

SECTION S - CERTIFY AGREEMENTS TO INVESTORS

- Certification that agreements or obligations with investors do not breach government draft award

SECTION T - TRIBAL LAND

- Certification from Tribal Official that they support the project
- Include land that will be part of project, owned or held in trust, ID land owners

SECTION U - OTHER MATERIAL REQUESTED IN THE ONLINE APPLICATION SYSTEM

COMPILATION REVIEW AND SUBMISSION

Many of the sections identified above will require engagement from Madison County. These areas will be identified during the review of this Proposal and will be fully indicated on the project plan. Upon completion of the work product, the following steps are required:

- Final Review
- Signoff
- Grant submission
- Total compilation review and submission

Please note:

1. Legal opinion of any kind needs to come from counsel as well as the State authorizations. Madison County will be responsible for addressing this task.
2. Any environmental qualifications need to come from a qualified firm. Madison County will be responsible for administering this task.
3. A Professional Engineering (PE) stamp will be required for the network design. This PE stamps needs to come from a 3rd party. Madison County has requested and ECC agrees to find a Professional Engineer on behalf of the County and will pass through the PE costs to the County.

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2022 Adopted County Budget be modified as follows:

General Fund

1990 Contingent Fund

Expense

	<u>From</u>	<u>To</u>
A199010 544440 Contingent Fund	\$850,000	\$784,000

8020 Planning

Expense

A802080 544010 Municipal Utility Expense	<u>30,000</u>	<u>96,000</u>
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Control Totals	<u>\$880,000</u>	<u>\$880,000</u>
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Dated: December 16, 2021

Eve Ann Schwartz, Chairwoman
Public Utility Service Committee

Yvonne M. Nirelli, Chairwoman
Finance, Ways & Means Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
ECC TECHNOLOGIES, INC.**

WHEREAS, Madison County previously entered into an agreement with ECC Technologies, Inc. as the result of a RFP for Broadband Consulting Services to assist the County with developing information that will form the basis for future decisions concerning expansion of broadband coverage throughout the County; and

WHEREAS, ECC conducted an initial county-wide inventory and mapping of critical assets including the location and ownership of fiber optic networks followed by a community survey using a Broadband Availability and Adoption Tool ("BAAT") that identified unserved and underserved portions of the County and evaluated market conditions, likelihood of adoption as well as other critical metrics; and

WHEREAS, the County, in conjunction with ECC, moved forward with a business plan for broadband development and submission of grant application to the USDA for Reconnect; and

WHEREAS, Madison County's ReConnect 2nd chance application was approved for funding; and

WHEREAS, ECC has the experience and expertise to assist the County in administering and overseeing the ReConnect grant through the implementation phase; and

WHEREAS, the cost of said services is not to exceed \$96,000 annually, over a three year term;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors to execute a contract with ECC Technologies, Inc. to provide grant administration services for the ReConnect grant, a copy of which is on file with the Clerk of the Board.

Dated: December 16, 2021

Eve Ann Shwartz, Chairwoman
Public Utility Service Committee

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

WITNESSETH

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor _____.
_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).
- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of Madison County.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but

not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed 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 the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **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.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto 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 and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at [Corporate Compliance Plan](#). Additionally, the Health Services Code of Conduct can be reviewed at [Madison County Health Services Code of Conduct Policy](#). Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors. To access the County's Training Video and Acknowledgement Form, please visit the following links: [Corporate Compliance Training Video](#) and [Corporate Compliance Training Acknowledgement Form](#).

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at [Conflict of Interest](#) return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.

- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
 - d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
 - a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
 - a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

9) _____ (**Optional** – check if to be required)

Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

10) _____ (**Optional** – check if to be required)

Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635, Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary Public

STATE OF _____)
 COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
 Appointed in _____ County
 My Commission Expires:

 Notary Public

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

Scope of Work

Consulting Services

ECC will provide the necessary personnel and equipment to successfully support the Madison County (County) ReConnect project as advocate on behalf of Madison County. As advocate for Madison County, ECC will provide evaluation, quality management and technical recommendations relating to this project. ECC's Project Manager will meet with County representatives during the term of the contract to review the project status, identify and help resolve issues. ECC will assist the county in contract negotiations pertaining to Empire Access, the professional engineering firm, construction contractor and pole owners. ECC will assist the County in preparing reports required by the USDA for the ReConnect Project. ECC will support the County in budget tracking. A PE firm will be selected to prepare reports, budgets and manage construction timing. On behalf of Madison County, ECC will work with the selected PE firm to ensure County requirements are met and the work is completed on a timely basis.

1. **Project Scheduling and Review:** On behalf of the County, ECC Technologies, Inc. will work with the PE firm to develop and maintain a project schedule which will work within the key milestones schedule required by RUS for compliance with grant funding. The project schedule will include all aspects of the project including design, construction as provided by the PE firm, operational coordination with Empire Access, turn up of serving areas and revenue projections. Smartsheets or a similar suitable program will be used to track progress. Status meetings will be held regularly between all parties concerned.
 - a. **Project Progress Meetings:** ECC Technologies, Inc. will meet monthly with the professional engineering firm and construction contractor to track and verify work progress and alert the County to technical, quality, timing, billing, and performance issues and assist in determining a resolution.
 - b. **County Meetings** – ECC will participate in County meetings such as McPlus Committee and County Board meetings as required by Madison County to support the County's efforts with the ReConnect project and Broadband expansion efforts.

2. Contract Negotiation Support

- a. **Support for Professional Engineer Selection:** On behalf of the County, ECC will develop a requirements document for selecting a professional engineer based upon USDA requirements. Competitive bids will be reviewed and evaluated. On behalf of Madison County, ECC will provide a summary of the strengths and weaknesses of the responses with a recommendation to the County regarding which firm to select.
 - b. **Evaluate and Recommend Selection of the Construction Contractor:** On behalf of Madison County, ECC will use the requirements document developed by the professional engineer for selecting a construction contractor. Competitive bids will be reviewed and evaluated. ECC will provide a summary of the strengths and weaknesses of the responses with a recommendation to the County regarding which firm to select.
 - c. **Support the development of the contract between Madison County and Empire:** Leveraging ECC Technologies experience in negotiating telecommunications agreements, ECC will consult with Madison County on the development of an agreement between Madison County and empire for the operational use, maintenance, and revenue share of the Madison County Fiber Optic Network. (Please note, ECC does not make any representation of its ability to provide legal advice to the County). ECC's consulting will be limited to operations, maintenance, leasing, IRU, revenue sharing as it aligns with the USDA ReConnect requirements and not include legal advice or recommendations.
- 3. Budget Tracking and Reporting:** On behalf of Madison County, ECC will work with the County financial experts providing technical assistance and budget tracking support regarding the project as needed. This may include review of construction progress and budgets for each segment during the construction cycle. ECC will evaluate the reasonableness of change orders as submitted and the impact of change orders on the project budget.
- a. **Assist with Required USDA Reporting and Submissions:** ECC will assist the County in the development of reports as required by the USDA including:
 - b. **RUS Balance Sheets,**
 - c. **Income Statements,**
 - d. **Statements of Cash Flow**
 - e. **Budget**
- 4. Technology Consultant for Network Design, Proposed Technology and Broadband Services:**
- a. **Document Review, Total Project Cost Estimate & Quality Review:** On behalf of Madison County, ECC work with the selected PE firm, reviewing documents provided by the PE firm, looking for reasonableness and identifying concerns notifying the County. A project cost estimate provided by the PE firm and compare with grant budget on behalf of the County, based upon segments reflecting final design modifications. A complete and thorough review of all drawings and specifications will be performed on behalf of the County. Attention will be paid to compatibility between documents and compliance with applicable codes and standards. On behalf of the County, ECC will evaluate final cable routing focusing on compliance with USDA requirements, ability to service the required locations and impact on the budget and operational costs.

- b. **System Inspection:** ECC will field verify, quarterly, construction progress and quality of work on behalf of the County. In particular regarding the Non-funded Service Areas.
 - c. **Verify Contractor Application for Payment:** ECC Technologies, Inc. will verify reasonableness and recommend payment of Contractor's applications for payment based upon stated work completed and quality of said work.
 - d. **Quality Inspection:** ECC will review the results provided by the professional engineer for the overall system completion inspection, inspection punch list, and verify the correction of punch list items for final County acceptance.
 - e. **Review of System Test Data:** ECC will review and interpret the testing criteria provided by the professional engineer for the fiber backbone. ECC will review and verify for reasonableness all test data on behalf of the County prior to approval of submission for payment.
5. **USDA/Public Service Commission Liaison** – ECC will work on behalf of the County as liaison with USDA, responding to questions and seeking clarification on behalf of the County. In addition, ECC will identify a list of required licenses and regulatory approvals needed for the proposed project.

The County reserves the right to modify the scope above to reduce or remove services to be rendered upon written notification from the County Administrator.

FEES

ECC proposes an hourly rate of \$200/hour for up to 40 hours of consulting services per month.

ECC will provide a detailed summary of hours worked with each monthly invoice indicating the following:

- ECC staff member
- Number of hours worked
- Description of work performed by hour correlated to scope of services

Hours above 40 in any month will need to be approved in writing by the County Administrator.

Services and fees outside the scope of this agreement will be mutually agreed upon with written customer authorization. Any work requested beyond the scope of this agreement will be determined and mutually agreed to via a change order between ECC and the client.

The services and fees quoted in this proposal will remain valid for 30 days from the date on the cover letter.

Project timelines

ECC proposes to start work effective with the date of execution of this proposal. The contract term is for 3 years (36 months) with the ability for annual renewal to coincide with the USDA ReConnect project timeline.