

STATE OF NEW YORK
UNIFIED COURT SYSTEM
EIGHTH JUDICIAL DISTRICT
92 FRANKLIN STREET – Third Floor
BUFFALO, NEW YORK 14202-3902
(716) 845-2505
FAX (716) 845-7500

LAWRENCE K. MARKS
Chief Administrative Judge

VITO C. CARUSO
Deputy Chief Administrative Judge
Courts Outside New York City

KEVIN M. CARTER
District Administrative Judge

ANDREW B. ISENBERG, ESQ.
District Executive

August 2, 2021

Mayor Robert Restaino
City of Niagara Falls
745 Main Street, P.O. Box 69
Niagara Falls, NY 14302

Re: Agreement between UCS and the City of Niagara Falls for Court Cleaning and Minor Repairs
(Contract No. C300461) - Annual Renewal Letter and Budget (Appendix B) for SFY 2021-2022

Dear Mayor Restaino:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of Niagara Falls, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2021 and shall terminate on March 31, 2022. During this 2021-2022 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2021-2022 period shall be \$254,558.00. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2021-2022 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by the City of Niagara Falls and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of City of Niagara Falls, and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,

Andrew B. Isenberg
District Executive

Accepted for: City of Niagara Falls

Accepted for: Unified Court System

Name:
Title:

Maureen McAlary
Director, Division of Financial Management

Dated:

Dated:

Attachments

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF *Niagara*)

On this _____ day of _____, 2021, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of _____, the municipality described in and which executed the above instrument; and that she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

NOTARY PUBLIC

(Seal)

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR §105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
19. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Breach and Notification Act (General Business Law § 899-aa) and commencing March 21, 2020 shall also comply with General business Law § 899-bb.
20. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form**

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1 2021 - March 31 2022

Name of County or City: CITY OF NIAGARA FALLS

Court Spaces to be Cleaned and
Repaired Pursuant to this Budget

List Court Buildings:

Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total	Court Related	
		Building Net Usable Square Feet	Net Usable Sq. Ft.	Aid Eligible Percentage
Municipal Building	Owned	134,000	54,000	40%
1925 Main Street				
PO Box 69				
Niagara Falls, NY 14305				
Combined		134,000	54,000	40%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	West Sanitation	Sanitation	Municipal Building	\$3,300	40%	\$1,320
2	Window Cleaning	Cleaning	Municipal Building	\$1,800	40%	\$720
3	Carpet Cleaning	Cleaning	Municipal Building	\$2,600	40%	\$1,040
4	Laundry Service	Cleaning	Municipal Building	\$700	40%	\$280
5						
6						
1(a) Subtotal:						\$3,360

1(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7	3	Municipal Building	\$35,000	\$26,086	\$183,257	100%	\$183,257
8							
9							
10							
11							
12							
1(b) Subtotal:							\$183,257

1(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13	Cleaning Supplies	Municipal Building	1	\$20,000	40%	\$8,000
14						
15						
16						
17						
18						
1(c) Subtotal:						\$8,000

1(d) - Total Cleaning Costs (1a+1b+1c): **\$194,617**

2 Trash Removal and Disposal

2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	Modern Disposal	Municipal Building	1	\$1,250	40%	\$500
20						
21						
22						
23						
2(a) Total:						\$500

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24						
25						
26						
27						
28						
2(b) Total:						\$0

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) \$500

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29	Duct Cleaning	Cleaning	Municipal Building	\$1,000	40%	\$400
30						
31						
32						
33						
34						
3(a) Subtotal:						\$400

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request	
41	Filters	Municipal Building	1	\$3,500	40%	\$1,400	
42							
43							
44							
45							
46							
3(c) Subtotal:							\$1,400

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) \$1,800

4 GRAND TOTAL - ALL "CLEANING COSTS": Grand Total Boxes 1d + 2c + 3d: 4 \$196,917

- 5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting
 b - Painting
 c - Interior Ceilings
 d - Bathrooms
 e - Fixtures
 f - Minor Renovation
 g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	a	carpet	ncipal Building				\$5,000	100%	\$5,000
48	b	painting	ncipal Building				\$5,000	100%	\$5,000
49									
50									
51									
52									
53									
54									
55									
56									
57									
								Total (5):	\$10,000

6 TOTAL -100% REIMBURSIBLE EXPENSES:
 (Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$206,917**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

a - Pest Control

e - Security & Alarm Systems

b - Elevators

f - Property Maintenance

c - HVAC

g - Other (Identify)

d - Telephone Wiring

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58	b	DCB Elevator	Maintenance	Municipal Building	\$14,000	40%	\$5,600
59	f	Adams Door	Lift Gate Maintenance	Municipal Building	\$8,000	40%	\$3,200
60	a	Orkin	Pest Control	Municipal Building	\$4,700	40%	\$1,880
61	c	Mollenbergh	HVAC	Municipal Building	\$1,200	40%	\$480
62	c	Hartford	HVAC	Municipal Building	\$400	40%	\$160
63	e	Fire Saftey	Fire Alarm	Municipal Building	\$500	40%	\$200
64	f	Rich's	Garage Doors	Municipal Building	\$4,700	40%	\$1,880
65	f	Cummins	Generator Maintenance	Municipal Building	\$1,500	40%	\$600
66	b	Ace	Elevator Inspections	Municipal Building	\$1,500	40%	\$600
67	f	Stanley	Swing Door	Municipal Building	\$2,500	40%	\$1,000
68	f	Niagara Fire Ext	Fire Extinguishers	Municipal Building	\$500	40%	\$200
7(a) Subtotal:							\$15,800

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69	1	Municipal	\$30,000	\$22,360	\$52,360	40%	\$20,944
70	1	Municipal	\$43,000	\$31,303	\$74,303	100%	\$74,303
71	1	Municipal	\$44,446	\$33,126	\$77,572	40%	\$31,029
72							
73							
74							
75							
76							
7(b) Subtotal:							\$126,276

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77						
78						
79						
80						
81						
7(c) Subtotal:						\$0

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$142,076**

8 Total - Building and Property Maintenance Costs: 8 **\$142,076**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) 9 **\$35,519**

10 Total Proposed Direct Costs (Item 6 + Item 9): 10 **\$242,435**

11 Overhead Costs (Item 10 x .05): 11 **\$12,122**

12 Total Proposed Contract Amount (Item 10 + Item 11): 12 **\$254,557**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:

Title:

Signature:

Date:

County or City:

Address:

Phone:

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

Line No.	Explanation:

Ch. 686 Budget Summary

Locality **City of Niagara Falls**
 Contract
 Agency **05860**
 State Fiscal Year **2021-22**

<u>Expense Category</u>	SFY Contract Amount	2021-22 Ch. 686 Reimbursable Expenses				Actual Expense Total	SFY Contract Balance
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
		Apr 1 - Jun 30	Jul 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31		
Cleaning Costs	\$194,617	\$0	\$0	\$0	\$0	\$194,617	
Trash Removal and Disposal	\$500	\$0	\$0	\$0	\$0	\$500	
HVAC Cleaning Costs	\$1,800	\$0	\$0	\$0	\$0	\$1,800	
Cleaning Costs Total	\$196,917	\$0	\$0	\$0	\$0	\$196,917	
Tenant Work Total	\$10,000	\$0	\$0	\$0	\$0	\$10,000	
100% Reimbursable Expenses	\$206,917	\$0	\$0	\$0	\$0	\$206,917	
Building & Property Maintenance	\$142,076	\$0	\$0	\$0	\$0	\$142,076	
Maintenance @ 25% =	\$35,519	\$0	\$0	\$0	\$0	\$35,519	
Direct Costs	\$242,436	\$0	\$0	\$0	\$0	\$242,436	
Overhead @ 5%	\$12,122	\$0	\$0	\$0	\$0	\$12,122	
Grand Totals	\$254,558	\$0	\$0	\$0	\$0	\$254,558	

Note: All numbers are rounded