

RECEIVED

MAR 31 2014

CULTURAL SERVICES CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2014 by and between THE COUNTY OF ERIE, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), and ALBRIGHT KNOX ART GALLERY/PUBLIC ART CURATOR (the "Organization"), a not-for-profit corporation, having its principal place of business at 1285 Elmwood Avenue, Buffalo, NY 14222.

WITNESSETH:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2014 Budget for the purpose of making a conditional grant to the Organization; and

WHEREAS, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A** ("Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 21 below.
2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed Sixty Thousand Dollars (\$60,000.00) payable as follows:

50% thereof or \$30,000.00 within 60 days of the execution of this Contract; and
50% thereof or \$30,000.00 on July 15, 2014.

Payments shall be made on invoices submitted by the Organization to the Erie County Department of Environment and Planning (the "Department") and approved by the Department. The Department will approve payments once it has received the invoices and signed attestation regarding the Organization's financial documentation as described in **Exhibit B** as "Additional Understandings."

If, in order to perform its obligations under this Contract on a timely basis, the Organization requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Budget Director, pay to the Organization from time to time such amounts as the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such

funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of (1) the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract; and (2) the impact of any federal government budgetary actions, including but not limited to the "sequestration" process. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and following certain congressional budgetary actions and adjustments through sequestration or related legislative actions, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget or sequestration on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Organization's fiscal year.

9. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is

commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contract may be disallowed by the County and shall be subject to refund by the Organization to the County.

10. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

11. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the services hereunder.

13. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

14. The Organization shall not delegate any duties or assign any of its rights under this

Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

15. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability - with a minimum combined single limit of bodily injury and property damage of \$1,000,000 per occurrence and general aggregate of \$1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage" (Form CE-200) which can be obtained at the State Worker's Compensation Board website: www.wcb.ny.gov.

Attached hereto and incorporated herein as **Exhibit C** are copies of the Organization's Certificates of Insurance evidencing the aforementioned coverage.

17. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

18. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the

Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

19. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

20. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County, including, but not limited to the Organization's website, marketing materials and/or other publications.

21. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

22. Erie County strongly encourages all not-for-profit agencies that Contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

23. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

24. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

25. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law,

any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

26. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:
Commissioner of Environment and Planning
95 Franklin Street, Room 1012
Buffalo, New York 14202

With a copy to:
County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Organization: at the address first listed above.

27. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Organization from fully performing the terms and condition of this Contract.

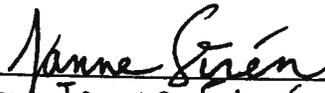
[END TEXT]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

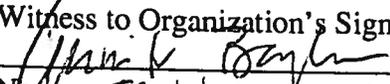
COUNTY OF ERIE

MARK POLONCARZ/ RICHARD TOBE
County Executive / Deputy County Executive
Date: _____

ORGANIZATION



Name: Janne Sirén
Title: Director
Date: 03/26/14

Witness to Organization's Signature:


Name: JENNIFER BAYLES
Date: 3/26/14

APPROVED AS TO CONTENT

ELECTRONICALLY SIGNED

MARIA R. WHYTE
Commissioner
Erie County Department of Environment and Planning
Dated: _____

APPROVED AS TO FORM

ELECTRONICALLY SIGNED

KRISTEN M. WALDER
Assistant County Attorney
Document No. _____
Dated: _____

EXHIBIT A

SCOPE OF WORK

Public Benefit Services to be Provided Pursuant to this Contract

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SCOPE OF WORK

Public Benefit Services to be Provided Pursuant to this Contract

ALBRIGHT-KNOX ART GALLERY

Mission | Vision

The mission of the Albright-Knox Art Gallery is to enhance the understanding and appreciation of contemporary and modern art, principally by developing, exhibiting, and preserving its world-renowned Collection. It aspires to play a leading role on regional, national, and international stages through exceptional exhibitions, publications, programs, and collaborations. As a hub of artistic and cultural energies, it strives to be an inspiring educational resource for all audiences.

ACTIVITIES – PUBLIC ART CURATOR

The individual in this position, in large part funded by Erie County, will oversee the Albright-Knox Public Art Works program. The purpose of the program is to enrich the lives of Erie County residents by integrating art, social engagement, and creative site-making into the fabric of public life in the region.

The Public Art Curator will develop artwork projects with the objective of expanding the experience of Erie County residents and outside visitors alike with art in its many expressions, as well as contributing to a sense of place and identity for Western New York.

The Public Art Works program will not only prioritize artworks in the civic realm, targeting major focal points in the urban landscape, but also develop creative models for artistic and social engagement rooted in diverse neighborhoods and landscapes throughout the County.

The Public Art Works program will seek to provide increased opportunities for Buffalo-based artists whose work is relevant to the Project while also canvassing the international art arena. All Public Art Works projects will be initiated, implemented, and monitored by the Albright-Knox Art Gallery.

EXHIBIT B

ADDITIONAL UNDERSTANDINGS

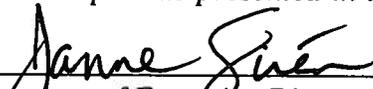
ADDITIONAL UNDERSTANDINGS

1. It is your responsibility to promptly notify the Department of Environment and Planning of any adverse situation which impacts the Organization's operation in a way which impairs its ability to deliver services to Erie County. A representative of the Department of Environment and Planning will meet with representatives of the Organization regarding these circumstances as a prelude to further release of County funds.

2. A representative of the Department of Environment and Planning may request a meeting with the Organization's Executive Director and Board Chair at least once during the year, at which time the Organization will be required to supply pertinent information including, but not limited to, its:
 - a. Strategic Plan (three to five year time horizon);
 - b. Annual Business Plan;
 - c. Performance metrics and progress on those metrics related to County funding;
 - d. Managerial competence;
 - e. Organizational sustainability; and
 - f. An accounting of the Organization's use of County funding, including a detailed list of expenditures of funds received from Erie County.

I, the undersigned, do hereby acknowledge and agree to the requirements detailed under paragraphs 1 and 2 under Exhibit B, entitled "Additional Understandings," and do certify based on my knowledge, that the supporting documentation provided during the 2014 Cultural Application Process including, but not limited to, the Organization's Bylaws; 2014 Proposed Operating Budget; 2014 Proposed Cash Flow Statement; and all other relevant financial documents:

- *Are accurate, correct and do not contain any untrue statement of material fact;*
- *Have not been materially altered since they were submitted to the County during the application process;*
- *Do not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made; and*
- *Fairly presents, in all material respects, the financial condition and results of operations of the Organization as of and for the periods presented in the financial statements.*



[Signature of Executive Director or Chair]
Name: Janne Sirén
Date: 03/26/14

NOTE: In the event that the Organization is not able to attest as to the above-listed information and/or that the materials submitted during the 2014 Application Process have been either materially altered or found by the Organization to have contained inaccurate information, the Organization is asked to contact the Department of Environment and Planning for further instruction.

EXHIBIT C

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210	CONTACT NAME: Tracy Stevenson PHONE (A/C No. Ext): (716) 819-5500 FAX (A/C No.): (716) 819-5140 E-MAIL ADDRESS: Tracy.Stevenson@fnrm.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity</td> <td></td> <td>18058</td> </tr> <tr> <td>INSURER B: MEMIC Indemnity Co</td> <td></td> <td>11030</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Philadelphia Indemnity		18058	INSURER B: MEMIC Indemnity Co		11030	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					

COVERAGES CERTIFICATE NUMBER: 13 LAEW REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PHPK1042479	7/1/2013	7/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS		PHPK1042479	7/1/2013	7/1/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB					
	<input checked="" type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE		PHUB426669	7/1/2013	7/1/2014	AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below		3102801196	7/1/2013	7/1/2014	E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Funding Contracts/ Grants, County of Erie is included as Additional Insured under General Liability, Auto; Umbrella Follows

CERTIFICATE HOLDER**CANCELLATION**

County of Erie 95 Franklin St. Room 1634 Buffalo, NY 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Bonetto/TSTEVE
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Buffalo Fine Arts Academy 1285 Elmwood Avenue Buffalo, NY 14222 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 04-50972 1d. Federal Employer Identification Number of Insured or Social Security Number 166001555
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Erie 95 Franklin St, Room 1634 Buffalo NY 14202	3a. Name of Insurance Carrier MEMIC Indemnity Company 3b. Policy Number of entity listed in box "1a" 3102801196 3c. Policy effective period <u>7/1/2013 to 7/1/2014</u> 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Michael R Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  07/01/2013
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (716)819-5500

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

16. **RESOLVED**, that the County Executive is hereby authorized to execute contracts between towns and villages of the county and the County of Erie for the purpose of ice control and snow removal on county roads provided such towns and villages shall be reimbursed at the approved and negotiated rate per lane mile for the 2014 contract year.

17. **RESOLVED**, that the Department of Public Works is authorized to set a policy that limits the overhead and profit paid to consultant firms to be no more than 2.5 times that which is to be reimbursed on a Time and Materials basis unless they can prove it to be higher by results of an audit by State or Federal agencies.

18. **RESOLVED**, that the Commissioner of the Department of Public Works is hereby authorized to execute agreements related to design work for any and all Highway and Bridge Projects contained in the 2014 Budget, Book B, Capital Budget, Section II, Highway and Bridge Projects-Highway Division Road Fund & DPW Fleet, if so authorized, in writing, by the County Executive; in accordance with Article X, Section 1002, of the Erie County Charter and Article 10, Section 10.02, of the Erie County Administrative Code.

19. **RESOLVED**, that the County Executive be and is hereby authorized on behalf of the County of Erie to enact contracts for the calendar year 2014 with service providers specifically designated in this budget on such terms and conditions as the County Attorney may recommend, and such contracts shall provide for payment up to the sum designated in the 2014 Budget for the services agreed upon.

20. **RESOLVED**, that the County Executive be and hereby is authorized on behalf of the County of Erie to execute contracts for the calendar year 2014 with cultural, public benefit and service organizations specifically designated in this budget on such terms and conditions as the County Attorney may recommend, and such contracts shall provide for the payment of the sum designated in the 2014 budget for the services agreed upon, and shall contain the provisions herein set forth; and be it further

RESOLVED, that the contracts shall contain a provision detailing and limiting the use of County funds to such expenses as salaries, fringe benefits, rents, utilities, office supplies and equipment, and cultural, community or educational programs and services. An audit trail shall be maintained indicating that the County funds are being spent only on these types of items; and be it further

RESOLVED, that notwithstanding any contrary provision in this resolution, or in said contracts, the County may decrease the amount of funds provided in any said contract upon ten (10) days' notice to the organization; and be it further

RESOLVED, that the Commissioner of Environment and Planning and the County Attorney shall take all necessary steps to insure that all agencies identified in Fund 110, Fund Center 1332010 and Fund Center 1333020 shall receive their actual 2014 contract by no later than February 28, 2014; and be it further

RESOLVED, that the Commissioner of Environment and Planning and Comptroller shall ensure that within thirty (30) days after execution of a contract with an agency or organization, the first payment will be issued under the terms of the contract.