

FISCAL AGENCY AGREEMENT

This Fiscal Agency Agreement (the "Agreement") sets forth the terms and conditions under which SUNY Rockland Community College ("RCC") will provide fiscal services ("Fiscal Services") in conjunction with the operation of Rockland Works (a/k/a the "Rockland County Career Center") by the One-Stop Operator, Rockland Board of Cooperative Educational Services ("RBOCES") under the supervision of the Workforce Development Board of Rockland County, Inc. ("WDBRC").

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the sufficiency of which consideration is hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

- Fiscal Services:* RCC will provide the following Fiscal Services in respect of the operation of Rockland Works by RBOCES:
- review RBOCES general bookkeeping including, general journal and ledger entries.
 - liaison with WDBRC and Rockland County, New York as needed with respect to the following matters relating to the Fiscal Services:
 - i. preparing monthly financial reports for review;
 - ii. attending quarterly WDBRC board meetings in-person or virtually; and
 - iii. providing prompt written notice of: a. any over/under-spending with respect to each budget expense line item, b. any accruing financial losses, and c. any overdue revenue or late vendor payments.
 - processing cash requests and payments.
 - preparing closeout reviews.
 - preparing monthly desk reviews.
 - preparing Trade Act Agreement Peoplesoft Reports.
 - process Expense/Cash approvals and payments.
 - serve as Audit coordinator for New York State Department of Labor ("NYSDOL") audits.

Initial Term: July 1, 2020 — June 30, 2022

Consideration: \$75,000.00 per annum payable in twelve equal monthly installments ("Consideration") of which amount \$45,000.00 will be paid directly by Rockland County Department of Economic Development and Tourism (subject to budget appropriations), and \$30,000.00 will be paid by the WDBRC. With respect to the portion payable by the Rockland County Department of Economic Development and Tourism, sufficient funding for this contract is available in the 2020 Budget of the Rockland County Department of Economic Development and Tourism, and is contingent upon 2021 and 2022 budget appropriations. In the event of the failure to

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pay the Consideration in the manner provided herein, RCC may terminate this Agreement on ten (10) days prior written notice.

*RBOCES
Obligations:*

RBOCES shall cooperate, and use its best efforts to facilitate the provision of the Fiscal Services as follows:

- Cooperate with all fiscal reviews performed by NYSDOL including, but not limited to, being present at all audits and providing A-133 audit reports and bank reconciliations.
- Assure that all expenses incurred by RBOCES are within budget parameters and are otherwise allowable.
- Provide its general ledger system to be compatible with NYSDOL Peoplesoft reporting requirements.
- Provide timely and accurate information and printed reports on a monthly basis (e.g. general ledger reports by program).
- Provide all supporting documentation for reported expenses.

Confidentiality:

i. Unless otherwise required by any law or regulation, all information exchanged as necessary to effectuate the provisions of this Fiscal Agency Agreement ("Confidential Information") shall not, directly or indirectly, be disclosed (in whole or in part) or characterized by the parties, their employees, officers, directors, agents and/or representatives, to any other person or entity, except that the parties may disclose Confidential Information (i) to any person or entity in the ordinary course of providing Fiscal Services, and (ii) to their managerial staff, financial advisors, attorneys and such other employees, agents or representatives as necessary to effectuate the provisions of this Fiscal Agency Agreement, each of whom is to maintain such information in confidence. Anything to the contrary notwithstanding, Confidential Information may be disclosed in a proceeding to enforce this Fiscal Agency Agreement, or where required by applicable law, regulation, court order, or subpoena but provided that if they are required by law or regulation, the parties shall notify each other in writing not less than five (5) days prior to the time set for such disclosure (if permitted by law) to allow sufficient time to respond.

ii. Confidential Information as defined herein does not include information that:

(a) is generally available to the public through no fault of the recipient and without breach of this Agreement;

(b) was already in the possession of the recipient prior to disclosure by the discloser and without any confidentiality obligation attached there, or

(c) was disclosed to the recipient by a third party without a breach of such third party's confidentiality obligations thereto.

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Authorization: The parties hereby acknowledge and represent that the respective officers signing this Agreement are fully authorized to enter into same.

Binding Effect and No Assignments: This Agreement shall bind the respective parties hereto and may not be assigned.

Full and Complete Understanding: This Agreement represents and expresses the full and complete understanding of the parties hereto relative to the matters embraced herein, and any prior oral agreements and/or understandings are hereby specifically superseded and merged herein.

No Oral Modifications: This Agreement cannot be changed orally, and no modification hereof shall be permitted unless same is in writing, signed by all of the parties hereto.

Governing Law and Partial Invalidity: This Agreement shall be governed, construed and controlled by the laws of New York State. If any part of this Agreement is held or determined to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the remaining parts hereof.

Renewal Term and Termination: The initial term of this Agreement shall be two (2) years. The parties may mutually agree to extend this Agreement for two additional one (1) year terms upon the same terms and conditions as set forth herein.

Mutual Indemnification Each party shall indemnify, defend, and hold harmless the other and each of their respective affiliates, subsidiaries, officers, members, shareholders, directors, agents and employees from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents) or breach of this Agreement.

Force Majeure: The parties will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of a party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial

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inability to perform its obligations hereunder.

Notices:

(a) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight delivery by a nationally recognized courier service, as follows:

If to RCC: Rockland Community College
State University of New York
145 College Road
Suffern, New York 10901
Attention: Dr. Daniel DoBell,
Interim Chief Financial Officer

With a copy to: (which shall not constitute notice) Alan G. Katz, Esq.
Saretsky Katz & Dranoff LLP
475 Park Avenue South
New York, NY 10016
(212) 973-9797

If to RBOCES: Dr. Mary Jean Marsico
Chief Operating Officer
Rockland BOCES
65 Parrott Road
West Nyack, NY 10994

With a copy to: (which shall not constitute notice) Stephen M. Fromson, Esq.
Greenberg, Wanderman & Fromson, Esqs.
150 Airport Executive Park
Suite 159
Nanuet, NY 10954

If to WDBRC: Lynne C. Allan
Chair
Workforce Development Board of
Rockland County
c/o RTCI
14 Liberty Square Mall
Stony Point, NY 10980

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With a copy to: (which shall not constitute notice) Lawrence A. Codispoti, Esq.
Mandel, Katz & Brosnan LLP
100 Dutch Hill Road, Suite 390
Orangeburg, NY 10962

If to Rockland County: Edwin J. Day, County Executive
County of Rockland
11 New Hempstead Road
New City, New York 10956

With a copy to: (which shall not constitute notice) Thomas E. Humbach, County Attorney
County of Rockland
Department of Law,
Office of the County Attorney
11 New Hempstead Road
New City, New York 10956


Any party, by notice to the other parties hereto, may change its address for notices and other communications hereunder.

(b) Service of notices made pursuant to this Agreement shall be deemed made: (i) on the date of delivery if delivered by hand; (ii) one day after mailing if sent by overnight courier; (iii) two days after mailing if sent by certified mail return receipt requested.

Electronic Signature: This Agreement may be signed electronically in multiple counterparts and all of such electronic counterparts shall constitute one single and enforceable Agreement.

AGREED AND ACCEPTED BY:

SUNY ROCKLAND COMMUNITY COLLEGE

By: 
Name: Michael Baston, J.D., Ed.D.
Title: President
Date: July 1, 2020

WORKFORCE DEVELOPMENT BOARD OF ROCKLAND COUNTY, INC.

By: _____
Name: Lynne C. Allan
Title: Chair
Date: _____

With a copy to: (which shall not constitute notice) Lawrence A. Codispoti, Esq.
Mandel, Katz & Brosnan LLP
100 Dutch Hill Road, Suite 390
Orangeburg, NY 10962

If to Rockland County: Edwin J. Day, County Executive
County of Rockland
11 New Hempstead Road
New City, New York 10956

With a copy to: (which shall not constitute notice) Thomas E. Humbach, County Attorney
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*Electronic
Signature:*

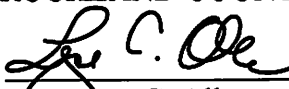
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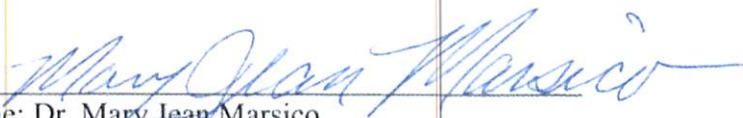
SUNY ROCKLAND COMMUNITY
COLLEGE

By: _____
Name: Michael Baston, J.D., Ed.D.
Title: President
Date: _____

WORKFORCE DEVELOPMENT BOARD
OF ROCKLAND COUNTY, INC.

By: 
Name: Lynne C. Allan
Title: Chair
Date: July 1 2020

ROCKLAND BOARD OF COOPERATIVE
EDUCATIONAL SERVICES

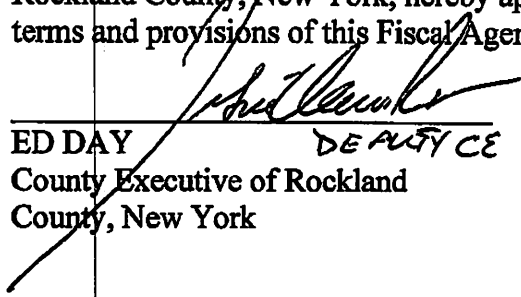
By: 
Name: Dr. Mary Jean Marsico
Title: Chief Operating Officer
Date: 7/1/2020

Pursuant to Section 679.420(a) of the Workforce Innovation and Opportunity Act Regulations, the undersigned, Ed Day, in his capacity as the duly elected and serving County Executive of Rockland County, New York, hereby approve, accept and agree to each and everyone of the terms and provisions of this Fiscal Agency Agreement.

ED DAY
County Executive of Rockland
County, New York

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for

ED DAY DEPUTY CE
County Executive of Rockland
County, New York

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