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**OFFER TO SUPPLY TEMPORARY ASSOCIATES**

Customer Name:	Village Of Endicott	BINGHAMTON - 1770
Customer Address:	1009 E MAIN STREET ENDICOTT, NY US 13760	Quote: 03567452
Contact:	Anthony Bates	Effective Date: 01/01/2024
Customer Email:	abates@endicottny.com	Expiration Date: 12/31/2024

The rates for using PeopleReady associates to perform the following job duties, under workers' compensation classification 9403 in NY - All Other are as follows:

Customer Signature: _____	Date: _____
Name: _____	Title: _____

Thank you for partnering with PeopleReady, Inc. ("PeopleReady" or "us"). This offer provides the necessary terms and conditions required by PeopleReady to assign our temporary workers ("Associates") to work with you. By signing this offer, you acknowledge and agree that the terms of this offer apply to this and all future assignments of Associates, and amend any subsequent contract you might enter into with PeopleReady. In the event of any conflict, the terms in this offer will control. If there is no other contract with PeopleReady, this offer will govern our relationship.

If you are not satisfied with an Associate for any reason, simply let us know within two (2) hours of the Associate's arrival and you will not be billed for that time. PeopleReady's sole warranty is the replacement of unsatisfactory Associates. PeopleReady will comply with all applicable laws. Upon your written request, we will perform a background check on Associates, at your expense, in accordance with applicable law. PeopleReady will pay the Associates' wages and withhold and promptly pay all required payroll taxes, FICA and SUTA. PeopleReady will comply with the Affordable Care Act. PeopleReady will maintain commercial general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and workers' compensation insurance in accordance with state law. If the workers' compensation classification references a "WRAP" code, or controlled insurance program, the Bill Rate does not include any charges related to workers' compensation insurance.

You agree to comply with all applicable laws including, but not limited to those related to health and safety, employment, wage and hour, Title VII, and the FLSA, and expressly hold harmless, defend and indemnify PeopleReady for any failure to comply with such laws. You further agree to provide Associates with lunch breaks and rest breaks as required by law. You will accurately record all hours worked by Associates and provide Associates with a safe workplace, adequate supervision, training, instructions, and site-specific personal protective equipment. Without the prior written agreement of PeopleReady, you will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, valuables or other similar property, or allow our Associates to operate machinery or drive motor vehicles.

PeopleReady will invoice you weekly. Payments are due to PeopleReady within seven (7) calendar days of the invoice date, after which a default charge will be imposed at the lesser of 1.5% per month or the maximum legal interest rate on the unpaid balance. Unless agreed otherwise by the parties, any invoices for amounts over \$5,000 must be paid by cash, check or ACH. You agree to pay the default charge together with reasonable attorneys' fees and collection fees. Your failure to dispute in writing the charges on any invoice within fourteen (14) days of receipt constitutes irrevocable acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice. The rates quoted above may increase on fourteen (14) days' notice to reflect increases in actual or government mandated cost for wages, withholding amounts, taxes, assessments, health care, workers' compensation insurance, your use of a vendor management system, and/or any other cause beyond our reasonable control. You waive any rights to set-off from invoice amount. You will notify PeopleReady in writing if a prevailing wage under the Services Contract Act or Davis Bacon Act or any other similar government mandated minimum statutory wage should be paid to our Associates, and you are solely liable for any underpayment, fines, penalties, interest, attorneys' fees, and/or loss of profit margin resulting from your failure to give us notice and to comply with the law. You agree to pay PeopleReady a four (4) hour daily minimum for each requested Associate. If you fail to cancel an order at least two (2) hours prior to the assignment start time, you will pay the daily minimum charge for each requested Associate.

You agree to defend, indemnify, and hold PeopleReady harmless from any claims or liability caused or alleged to be caused by your negligence or breach of contract, and any acts, omissions, or negligence of any Associates on assignment with you, including but not limited to theft, bodily injury (including death), and loss of use or damage to property. Neither party will be liable to the other for any incidental, consequential, exemplary, special, punitive, or lost profit damages. Your insurance will be primary and noncontributory to PeopleReady's insurance. The prevailing party in a dispute between the parties will be entitled to reasonable attorney's fees and costs.

Unless otherwise agreed to by both parties, you may not hire or convert an Associate to your payroll, or to a third party's payroll, whether directly or indirectly, until such Associate has worked 520 hours. If you directly or indirectly hire or cause to be hired by any third party, any current Associate during the term of this Agreement, or within one hundred twenty (120) days after the last date Associate worked on assignment with you, you agree to pay Supplier a conversion fee equal to 10% of the Associate's annualized wages. Hiring of any current or former Associates pursuant to this agreement shall be limited to no more than 10% of the Associates assigned to you during the previous six (6) months. If you hire a current or former Associate, without prior written notice to PeopleReady, within the one hundred twenty (120) days after the Associate worked on assignment with you, you agree to pay an additional penalty equal to 20% of the Associate's annualized wages. This paragraph does not apply in the state of Washington.

You acknowledge that PeopleReady is not a licensed general contractor or subcontractor, and PeopleReady is not responsible for obligations of your work or project, including (without limitation) the schedules, trade scope details, construction details, performance guarantees, product safety, or accuracy or warranties of construction. PeopleReady is not responsible for materials or installation, acquiring permits, conducting safety meetings, quality control, posting signs, providing water or power, delays, defaults, or furnishing a bond.

\_\_\_\_\_  
The rates set forth in this offer expire if not accepted within 90 days.

**OFFER TO SUPPLY TEMPORARY ASSOCIATES**

The rates for using PeopleReady associates to perform the following job duties, under workers' compensation classification 9403 in NY - All Other are as follows:

Refuse Collection	Base Rate	\$34.89 Per Regular, Straight-Time Hour
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## AFSCME Local 826 – Village of Endicott Tentative Agreement December 15, 2023

**Longevity:** Increase each Longevity category by \$100 on 06/01/23 and \$100 on 06/01/24

**Article XIX Section 4 a:**

Increase annual footwear allowance to \$300

**CDL Reimbursement** – Village to cover cost up to \$1500 to attain license

**Pool License** – offered to all eligible employees

**Comp Time accumulation** – increase max amount to 60 O/T hours

**Employees called in prior to 12 midnight and required to continuously work past 12noon that day, all hours after 12noon will be paid at 2x rate**

**Bereavement Leave** – add brother in-law; sister in-law

**Health Insurance buy-out** - \$2,500 annually (paid \$625/quarter)

**If employee required to work on the 5 actual Holiday listed below, they will be paid 2x rate for all hours worked. This includes only the 5 holidays of Christmas Eve, Christmas Day, New Year's Day, Veteran's Day, July 4th**

**Street Department on-call** – at discretion of Street Supervisor and Village Administration. If Street Department supervisor is on scheduled vacation or time off, on-call will be implemented during the Supervisors time off.

**Wages:**

06/01/23	3.5%
06/01/24	3.5%
06/01/25	3.5%
06/01/26	3.5%

At ratification, Laborer garbage to increase to \$18.00 per hour.

Out of title pay will be utilized if an employee works two or more days out of title in a pay period.

**Contract Items:**

Create the following positions and add to contract -Senior Park Tech (27.75), Senior Distribution (28.75) Operator

Leave of Absence to be determined by established committee like sick bank committee.

CSEA Eye and Dental Insurance proposal to remain open

**For the Union:**

**For the Village:**

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date



# Haylor, Freyer & Coon, Inc. COBRA Administrative Services Agreement

Village of Endicott (herein referred to as the “Employer”) has asked Haylor, Freyer & Coon, Inc. (the Third Party Administrator (TPA) herein referred to as “HFC”), to provide administrative services to assist the Employer in complying with its obligations under the federal Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) and any applicable state continuation coverage laws.

In consideration of the mutual promises contained in the Agreement, Employer and HFC agree as follows:

## ARTICLE I: INTRODUCTION

### 1.1 Effective Date and Term

This Agreement will cover all affected policies that HFC is the official Broker of Record. The effective date of this Agreement is 2/1/2024 (Effective Date”). The term of the Agreement will be the period commencing on the Effective Date; this Agreement will renew automatically as long as we are Broker of Record on affected policies, unless this Agreement is terminated in accordance with the provisions of Section 7.3.

### 1.2 Scope of Services

Services to be provided under the Agreement are set forth in Article III. HFC will comply with the specifications and requirements established in the Agreement.

### 1.3 Definitions

“Continuation Coverage” means the coverages following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA and any applicable New York State continuation coverage law.

“Continuation of Coverage Period” means the period commencing on the date of a Qualifying Event and continuing for a maximum period specified in COBRA, or if longer, any applicable New York State continuation coverage law.

“Litigation” means any proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under COBRA, any applicable New York State continuation coverage law or this Agreement, or an audit or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer or HFC.

“Plan” means employee benefit plans maintained by Employer.

“Plan Administrator” means the administrator as defined in ERISA § 3(16)(A).

“Qualified Beneficiary” means any individual specified in COBRA who is eligible to elect Continuation Coverage.

**“Qualifying Event”** means an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA, or any applicable New York State continuation coverage law.

## **ARTICLE II: EMPLOYER OBLIGATIONS**

### **2.1 Employer Responsibilities**

Employer is responsible for the following duties including, but not limited to:

- a) Employer is required to notify HFC of the names and addresses of each covered employee and covered spouses and dependents (if residing at a different address) within 7 consecutive days after such individual has become covered under the health plan.
- b) Employer is responsible for notifying the insurance carrier(s) of a Qualifying Event, and terminating applicable coverage with the carrier(s).
- c) Employer is solely responsible for determining whether an initial Qualifying Event has occurred and for notifying HFC of the names and last known address of each Qualified Beneficiary entitled to elect coverage as well as the Qualifying Event that has occurred and coverage that is to be offered, within 30 days of the event date.
- d) Employer is responsible for notifying HFC if the Qualifying Beneficiary is a member of the U.S. uniformed services or a reservist who may be eligible for benefits under the Uniformed Services Employment & Reemployments Rights Act of 1994 or the Veterans' Benefits Improvement Act of 2004.
- e) Employer is responsible for notifying HFC of information concerning any violations of COBRA known to Employer immediately upon acquiring such information.

### **2.2 Provisions of Names of Those Authorized to Act**

Employer will provide HFC the names of individuals authorized to act for the Employer in connection with the Agreement.

## **ARTICLE III: HFC RESPONSIBILITIES**

### **3.1 HFC Services will include:** (on policies we are Broker of Record)

- a) *Initial or General Notice:* HFC will distribute its standard Initial (General) COBRA Notice to the last known address of each covered employee and, when required by applicable law, the covered spouse. Such Initial Notice will be distributed to the covered employees and/or covered spouses (if enrolling at a different date) as soon as reasonably possible but no later than 14 days after receiving the required information from the Employer.
- b) *Election Notice:* HFC will distribute a COBRA election form (“Election Form”) to the last known address of each Qualified Beneficiary entitled to elect COBRA continuation coverage, unless all Qualified Beneficiaries reside at the same address, in which case a single Election Form will be distributed in accordance with applicable law. An Election Notice will only be sent to individuals whose qualifying event occurs after the

effective date of this Agreement except as otherwise agreed to by HFC. Such notice will be distributed to Qualified Beneficiaries as soon as reasonably possible but no later than 14 days after receiving the required information from the Employer, or where applicable, from the Qualified Beneficiary.

- c) *Processing Elections:* HFC will collect and process the election forms submitted by Qualified Beneficiaries, and notify carrier(s) of reinstatement. An election form will be deemed by HFC to be timely sent by a Qualified Beneficiary if it is received in the Syracuse, NY office of HFC postmarked no later than 60 days from the date of the notification of their rights or the date the benefits would terminate, whichever is later.
- d) *Annual Enrollment for Qualified Beneficiaries:* HFC will send notices of right to make changes to benefit options and the enrollment materials during the employer's open enrollment period. Such information will be distributed to the last known addresses of all Qualified Beneficiaries currently receiving COBRA coverage prior to the beginning of the open enrollment period.
- e) *Notice of Unavailability:* If HFC receives notice from a Qualified Beneficiary that a qualifying event has occurred or a Qualified Beneficiary has been determined to be disabled by the Social Security Administration, and such Qualified Beneficiary is not eligible for COBRA for any reason, HFC will send a Notice of Unavailability as soon as possible but no later than 14 days after receiving notice from such Qualified Beneficiary. The notice will indicate the reasons for unavailability.
- f) *Premium Processing:* HFC will only notify the Qualified Beneficiary of the amount due and the due date for the initial premium, which will be considered due 45 days after the date the election is made. It is the responsibility of the participant to keep track of his/her premium amount and due date since HFC will not be sending monthly invoices to participants. Coupons will be mailed to COBRA participants upon election and at renewal. All premiums subsequent to the initial premium will be due the first day of each month for that month of the COBRA continuation coverage. Premiums will be considered timely received if they are received in the Syracuse office of HFC postmarked by applicable due date. Premium payments (after the initial payment) have a thirty day grace period. If your premium payment is not delivered and postmarked within the grace period, your coverage will be terminated retroactively to the last day for which we received a full premium payment. Premiums collected by HFC will be deposited into a HFC bank account but will be accurately accounted for in our records. Premiums collected (minus the COBRA administrative fee) for coverage up to and including the current month of coverage will be remitted to the Employer.
- g) *Notice of Termination:* HFC will send notice to the last known address of the Qualified Beneficiary notifying the Qualified Beneficiary that COBRA coverage is ending. HFC will also notify Qualified Beneficiaries that they are eligible for conversion coverage, where applicable. HFC will send carrier Notice of Termination.
- h) *Response to Providers:* HFC will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the current information maintained by HFC as provided by Employer,

## ARTICLE IV: INDEMNIFICATION PROVISIONS

### **4.1 Indemnification by Employer**

Employer agrees to indemnify and hold harmless HFC from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that HFC sustains as a result of performing any service under this Agreement, fulfilling its responsibilities under this Agreement or any act or omission of Employer in connection with this Agreement.

Employer will not be obligated to indemnify HFC if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by HFC that was:

- a) criminal or fraudulent;
- b) an intentional disregard for HFC's obligation under this Agreement; or
- c) grossly negligent.

Notwithstanding the forgoing, Employer will indemnify and hold HFC harmless to the extent Employer concurred in, instructed, directed, or caused such acts or omissions by HFC.

### **4.2 Indemnification by HFC**

HFC agrees to indemnify and hold harmless Employer from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of HFC in connection with the performance of services under this Agreement.

HFC will not be obligated to indemnify Employer if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer that was:

- a) criminal or fraudulent;
- b) an intentional disregard of Employer's obligation under this Agreement; or
- c) grossly negligent.

Notwithstanding the foregoing, HFC will indemnify and hold Employer harmless to the extent HFC instructed, directed, or negligently caused such act or omissions by Employer.

### **4.3 Survival of Provision**

The provisions of the Article will survive the termination of this Agreement.



## **ARTICLE V: GENERAL PROVISIONS**

### **5.1 Exclusive Responsibility for Operation of the Plan**

For purposes of the Agreement, Employer has sole and exclusive authority and responsibility for the Plan, its provision of benefits, and its operation. HFC is empowered to act solely as agent for, and on behalf of, the Employer and only as expressly stated in the Agreement.

### **5.2 HFC as Agent**

HFC agrees to perform the services specified in Article III. It is expressly understood that HFC is hereby appointed as the agent of Employer and not as fiduciary or Plan administrator of the Plan.

### **5.3 Liability for Benefits**

The payment of benefits is the obligation of the Employer. In the event that benefits become payable, even though a Qualified Beneficiary who elected Continuation Coverage (or any other individual to whom benefits have been provided under the Plan) has not paid premiums for such coverage, HFC will have no liability for payment of such benefits.

### **5.4 Employer Counsel and resolution of Litigation**

In the event of Litigation, Employer and HFC each:

- a) Reserve the right to select and retain counsel to protect its interests;
- b) Will notify the other Party concerning the existence of such Litigation promptly upon learning of such litigation.
- c) Will cooperate fully by providing the other Party with all relevant and unprivileged information and documents within its possession or control; and
- d) Will reasonably assist the other Party in preparation for litigation and in the defense of Litigation.

### **5.5 Choice of Law**

This Agreement and the obligations of Employer and HFC will be governed and construed in accordance with the laws of the State of New York.

## **ARTICLE VI: SERVICE FEES**

### **6.1 COBRA Administration Fee**

HFC will retain 2% COBRA Administration fee paid by the Qualified Beneficiary.

### **6.2 No Waiver**

The Employer's or HFC's failure to insist on performance of any term or condition of the Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

## **ARTICLE VII: GENERAL PROVISIONS**

### **7.1 Notices**

All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when mailed by first class mail, with proper address as indicated. HFC and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement. Until otherwise provided by Employer and HFC, all notices, and communications to each of them will be addressed using addresses indicated on the last page of the Agreement.

### **7.2 Severability**

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of the Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **7.3 Termination of Agreement**

- a) This agreement will terminate upon the first to occur of the following:
- 1) The expiration of 30 days after written notice has been given by Employer or HFC to the other that Employer or HFC has breached any material obligation under this Agreement or desires to terminate this Agreement.
  - 2) The date HFC is no longer Broker of Record for any policies covered under this Agreement.
- b) In the event of termination of this Agreement, HFC will, unless Employer and HFC otherwise agree:
- 1) Complete the processing of all amounts received by HFC as premium payable by those who have elected Continuation Coverage prior to the termination;
  - 2) Release to Employer in any reasonable usable format, all necessary records, and files relating to billings, and in-force records that have been developed and maintained by HFC pursuant to this Agreement.

Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between Employer and HFC.

### **7.4 Entire Agreement**

This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations, whether oral or written. It may be executed in duplicate counter parts, and each of which may be considered as original and fully enforceable. Except as otherwise provided in Article VII, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and HFC.

IN WITNESS WHEREOF, Employer and HFC have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

**Employer Name:** Village of Endicott

**By:** \_\_\_\_\_  
(Signature of Employer Officer)

**Print Officer Name:** \_\_\_\_\_

**Officer Title:** \_\_\_\_\_

**Employer's Address for Notices of Communication as set forth in Section 7.1:**

**Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Haylor, Freyer & Coon, Inc. (HFC)**

**By:** \_\_\_\_\_

**HFC Group Manager:** Mary Beth Lopez, Director Group  
Benefits Operations

**HFC's Address for Notices of Communication as set forth in Section 7.1:**

**Mailing Address:** Attn: COBRA Administrator  
P.O. Box 4743  
Syracuse, NY 13221