

**RESOLUTION NO. 3311**

**SYRACUSE URBAN RENEWAL AGENCY**

**RESOLUTION AUTHORIZING A CONTRACT WITH COLLEEN KANIA  
TO PROVIDE FINANCIAL MANAGEMENT CONSULTING SERVICES  
IN AN AMOUNT NOT TO EXCEED \$3,750.00**

**WHEREAS**, the department of Neighborhood and Business Development (hereinafter "NBD") for the City of Syracuse has requested assistance from the Syracuse Urban Renewal Agency (hereinafter "SURA") in the retention of a Financial Management Consultant with regards to the review of internal control measures for NBD's fiscal division (hereinafter the "Contracted Work"); and

**WHEREAS**, NBD's fiscal division administers federal, state and local funds the majority of which are allocated for projects located within the SURA area; and

**WHEREAS**, SURA has received three proposals for the Contracted Work from Colleen Kania, Christopher DeProspero, and Robert Peters all of which have been reviewed by NBD; and

**WHEREAS**, upon review of the proposals the Commissioner of NBD has recommended Colleen Kania (hereinafter the "Consultant") to perform the Contracted Work based on the proposal submitted and the experience of the Applicant; and

**WHEREAS**, the Commissioner of NBD now requests that SURA contract with the Consultant to perform the Contracted Work at the direction of NBD; and

**WHEREAS**, a copy of the proposed contract is attached to this resolution as Exhibit "A" and incorporated herein (hereinafter the "Contract"); and

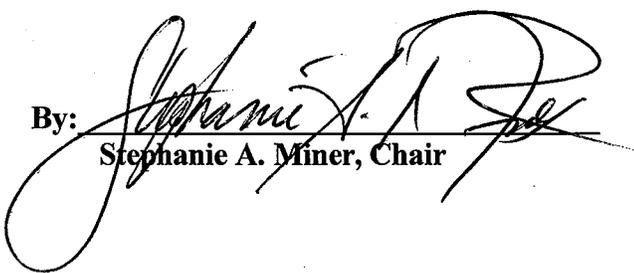
**WHEREAS**, the cost of the Contract to SURA shall not exceed three-thousand seven-hundred and fifty dollars (\$3,750.00).

**NOW THEREFORE, BE IT RESOLVED**, that SURA approves of the Contract and authorizes its Contracting Officer to execute the Contract and bind SURA thereto; and

**BE IT FURTHER RESOLVED**, that any documents necessary to implement this resolution shall be in a form that shall be satisfactory to SURA counsel; and following such approval by counsel, SURA further authorizes its Contracting Officer to execute said documents on behalf of SURA.

**DATED: September 2, 2013**

**SYRACUSE URBAN RENEWAL AGENCY**

By: 

Stephanie A. Miner, Chair

**EXHIBIT "A"**

**SPECIALIZED FINANCIAL MANAGEMENT SERVICES  
Consulting Agreement**

This consulting agreement (the "Agreement") is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between Colleen S. Kania (hereinafter referred to as the "Consultant") and the Syracuse Urban Renewal Agency ( hereinafter referred to as SURA) to provide services to and for the benefit of the City of Syracuse Department of Neighborhood and Business Development (hereinafter referred to as the "Client").

**1. Services**

The Consultant will provide services to improve the financial management practices of the Client which may include:

Assessments, interviews and other inquiries to properly ascertain areas where financial practices can be improved, Development of processes, procedures and models that can be applied to properly control and manage financial activities, Training, mentoring and other guidance to enhance the effectiveness and efficiency of Client personnel in the area of financial management.

The Scope of Services to be provided by Consultant shall be provided consistent with Consultant's original proposal attached to this Agreement as Exhibit "A" and incorporated as such herein.

The scope of services will be subject to change from time to time as agreed to between the Consultant and the Client. Within 30 days of commencement of field work, the Consultant will develop a schedule of specific work that will be performed along with a time line. The Consultant will also provide briefings, updates and other forms of communication to keep the Client informed regarding the progress of the work.

The services will be rendered from the Client's location subject to change as necessary to properly service the Client. The Consultant will perform the services in a competent and professional manner. The Consultant will comply with applicable laws.

## **2. Compensation and Reimbursement**

The Client agrees to pay the Consultant a rate of \$ 50.00 per hour for services rendered at the Client's offices located at 201 E. Washington St., Syracuse, New York. Up to a maximum of seventy-five (75) hours. The Consultant agrees to invoice the Client monthly, payable in 30 days from the invoice date. Consultant shall be paid only for hours worked, there shall be no payment for administrative costs, travel, or other expenses unless specifically authorized by SURA. The compensation received by Consultant pursuant to this Agreement shall under no circumstances exceed three-thousand seven-hundred and fifty dollars (\$3,750.00).

## **3. Independent Contractor**

### **3.1 Independent Contractor relationship**

The parties agree that this agreement creates an independent contractor relationship, not an employment relationship. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other, nor shall either party assume or create any obligations, debts, accounts or liabilities for the Client or the other party.

The Consultant, in accordance with her status as an independent contractor, covenants and agrees that she will conduct herself consistent with such status, that she will neither hold herself out as, nor claim to be, an officer or employee of SURA or the Client.

This Agreement does not constitute a hiring by SURA or Client. It is the parties' intention that Consultant shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the

State Tax Law relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code and any other benefit payments and third party liability. Within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and SURA or the Client shall not be liable for any obligations incurred by the Consultant unless specifically authorized in writing. The Consultant shall not act as an agent of SURA or the Client ostensibly or otherwise, nor bind SURA or Client in any manner whatsoever.

### **3.2 Withholding of Taxes.**

Consultant recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultant hereby promises and agrees to indemnify SURA and Client for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Client or SURA as a result of independent contractor's failure to make such required payments. At the Company's request, Independent Contractor shall provide proof of payment of required tax payments.

## **4. Term and Termination**

This agreement will commence on the effective date set forth and unless terminated by written notice, will terminate at the earlier of one year from the effective date, or the depletion of the allocated funds . Either party may terminate this agreement at any time upon thirty (30) days written notification. Upon termination, the Consultant shall be entitled to receive compensation and reimbursement for any work accrued, but not paid by SURA. This Agreement may only be extended by a written instrument executed and approved by SURA and

the Consultant.

## **5. Confidential Information**

Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement (hereinafter referred to as the "Information"). Confidential and proprietary information may include documents, communications, plans, processes, formulations, data, know-how, financial information, techniques, methods, customers, suppliers, partners, patents, trademarks, designs, and other forms of tangible or intangible artifacts owned by the Client or SURA. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Consultant developed independent of any confidential information.

The Consultant will not divulge, disseminate, publish or otherwise disclose the Information without the prior consent of the Client. The Consultant will not use any Information for purposes other than the performance of services described in this agreement. The Client agrees to not disclose confidential information to the Consultant except to the extent that the Consultant requires this information to fulfill the obligations within this agreement.

If the Client has any concerns over the sharing of sensitive information and requires additional control measures, the Consultant will establish secured means of information sharing that are mutually agreeable to both parties. These control measures may include restricting who can copy, print, or change documents during the course of the engagement.

## **8. Role of the Consultant**

The Consultant will not make management decisions on behalf of the Client. The role of the Consultant shall be advisory in nature with no perceived conflicts of interest prior to, during or after the engagement with the Client. This role will also extend to any third parties that the

Consultant may use during the course of the engagement.

**9. Quality Assurance and Control**

In an effort to ensure that the Consultant provides high quality work, the Client will assign someone of sufficient knowledge and expertise to review and approve the work of the Consultant. In the event that the Consultant uses a third party, the Consultant is responsible for the quality of the work delivered by the third party.

**10. Primary Points of Contact**

For purposes of communications with regards to this Agreement, the primary points of contact between the Consultant and the Client are:

Consultant

Colleen S. Kania  
501 Long Road Tully, NY 13159  
(315)559-9108  
cslazik@twcny.rr.com

SURA / Client

City of Syracuse  
Att: Paul Driscoll  
Commissioner of Neighborhood and Business Development  
Secretary for the Syracuse Urban Renewal Agency  
201 East Washington Street, 6<sup>th</sup> Floor  
Syracuse, NY 13202  
(315) 448-8100  
PDriscoll@syr.gov.net

Any notices or other communications will be directed to these primary points of contact by appropriate means which may include email, phone, regular mail or expedited mail.

## **12. Return Of Property.**

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

## **13. Works for Hire.**

Consultant acknowledges that all works of authorship performed for Client or SURA pursuant to the scope of services and this Agreement are subject to Client's direction and control and that such works constitute a work for hire pursuant to Title 17, United States Code, Sections 101 and 201(b).

All propriety property developed, created, invented, devised, conceived or discovered by Consultant pursuant to the scope of services and this Agreement that is subject to copyright or other protections are explicitly considered by Consultant, Client, and SURA to be "works made for hire" and the property of Client and/or SURA.

## **14. Notices.**

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in paragraph numbered 10 of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Consultant agrees to keep Client and SURA current as to their business and

mailing addresses, as well as telephone and e-mail address.

Notices to be delivered to Client or SURA shall not be effective until a carbon copy of the notice shall be delivered to:

City of Syracuse Department of Law  
City Hall Room 300  
233 East Washington Street  
Syracuse, NY 13202

**15. Jurisdiction and Venue**

This agreement shall be construed and interpreted in accordance with the laws of the State of New York. Jurisdiction and venue for any claim arising out of this Agreement shall be restricted to any Court of competent jurisdiction in the State of New York and County of Onondaga.

**16. Entire Agreement**

This agreement represents the entire understanding of the parties superseding all prior agreements, understandings and discussions whether conveyed orally or in writing, there are no other warranties, commitments, understandings or representations with respect to this agreement, and no other agreement, statement or promise not contained in this Agreement shall be valid or binding upon the parties. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

**17. Partial Invalidity.**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**13. Severable Provisions.**

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

**14. Drafting Ambiguities.**

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. Each Party to this Agreement has contributed to the drafting of the Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

**\*Intentionally Left Blank Signature Page to Follow\***

**CONSULTANT**

Name: Colleen S. Kania  
Title: Principal

**Syracuse Urban Renewal Agency**

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Name:  
Title:

**SPECIALIZED FINANCIAL MANAGEMENT SERVICES  
COLLEEN KANIA**

**PROPOSAL**

**Phase I – Evaluation – 30 Hours**

The consultant will interview the Client's Auditors and personnel to determine areas where financial practices can be improved. The consultant will also evaluate any potential impact the changes in 2 CFR Part 200 will have on the client's policies and procedures. This step will include evaluation of financial systems, policies and procedures and reporting requirements.

**Phase II – Development of Processes and Procedures -35 Hours**

The consultant will develop and/or improve existing financial policies and procedures to improve the financial management of the Client and to ensure 2 CFR Part 200 regulations can be met. This will include processes to produce reports that the Client requires and/or finds beneficial to financial management. Once the Evaluation Phase is complete, the number of hours required to complete this step may change and will be discussed with the Client

**Phase III – Training of Personnel – 10 Hours**

The consultant will train all necessary personnel of the client to ensure they have a clear understanding of the policies, procedures, regulations including changes to regulations under 2 CFR Part 200 and reporting requirements (both internal and external) of the client.

Exhibit "A"