



Resolution No. 87, 2025

Council Member Hayner presented the following Resolution and moved its adoption:

ADOPT THE CITY OF JOHNSTOWN BUDGET – FISCAL YEAR 2026

BE IT RESOLVED, that the Mayor’s budget for the City of Johnstown’s 2026 fiscal year, as presented by the Common Council attached hereto as Schedule “A”, and which budget is on file in the City Clerk’s office, be and the same, is hereby adopted.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



November 17, 2025

Resolution No. 88, 2025

Council Member Miller presented the following Resolution and moved its adoption:

RENEWAL AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR COURT CLEANING AND MINOR REPAIRS FOR THE PERIOD OF APRIL 1, 2025 – MARCH 31, 2026

WHEREAS, the City of Johnstown entered into an Agreement with the New York State Unified Court System (UCS) for court cleaning and minor repairs for a five-year term (2023-2028); and

WHEREAS, Section I (D), of this Agreement, provides that the dates of each period of the contract term shall be established by mutual written agreement of the parties; and

WHEREAS, a new period for State Fiscal Year 2025-2026 is proposed, in the five-year term, to have commenced April 1, 2025 and terminate March 31, 2026; and

WHEREAS, pursuant to the Agreement, the proposed budget for services rendered during this period shall be \$30,400.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed, to execute a Renewal Agreement with the New York State Unified Court System for court cleaning and minor repair services, attached hereto as Schedule "A".

Seconded by Council Member

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



STATE OF NEW YORK
UNIFIED COURT SYSTEM
FOURTH JUDICIAL DISTRICT
101 STATE FARM PLACE, SUITE 100
MALTA, NEW YORK 12020
(518) 285-5099
FAX # (518) 453-8988

HON. JOSEPH A. ZAYAS
Chief Administrative Judge

HON. JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

HON. KRIS K. SINGH
District Administrative Judge
Fourth Judicial District

JOANNE M. MANN
District Executive

KELLY M. FITZSIMMONS
Deputy District Executive

Monday, October 20, 2025

The Honorable Amy Praught
City of Johnstown
P.O. Box 160
Johnstown, New York 12095

Re: Agreement between the State of New York Unified Court System and the City of Johnstown for Court Cleaning and Minor Repairs (Contract No. C300511) Annual Renewal Letter and Budget (Appendix B) for State Fiscal Year 2025-26

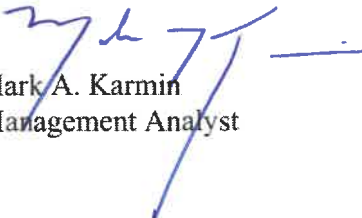
Dear Mayor Praught:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of Johnstown, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2025 and shall terminate on March 31, 2026. During this 2025-26 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 2025-26 period shall be **\$30,400.00**. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2025-26 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 Johnstown, and by the Unified Court System.

Accordingly, the original of this letter should be signed by an authorized representative of the City of Johnstown, and the corresponding acknowledgment page should be notarized. Please mail the signed original letter together with the related documents to this office.

Sincerely,



Mark A. Karmin
Management Analyst

Accepted for: City of Johnstown

Accepted for: Unified Court System

Amy Praught
Mayor

Maureen McAlary
Director, Division of Financial Management

Dated: _____

Dated: _____

Attachment

cc: Thomas Herr, Treasurer
Stephen Russo, City Court Chief Clerk

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF FULTON)

On the ____ day of _____, 2025, 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

1 Cleaning Costs:
1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY25-26 Budget Request
1	Brezzy Cleaning	Office cleaning	City Hall	\$41,000	40%	\$16,400
2	Cintas	Floor mats	City Hall	\$4,400	40%	\$1,760
3						
4						
5						
6						
1(a) Subtotal:						\$18,160

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	FY25-26 Budget Request
7	N/A					
8						
9						
10						
11						
12						
1(b) Subtotal:						\$0

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY25-26 Budget Request
General Supplies&Equipment	City Hall	1	\$3,300	40%	\$1,320
14					
15					
16					
17					
18					
1(c) Subtotal:					\$1,320
1(d) - Total Cleaning Costs (1a+1b+1c):					\$19,480

2 Trash Removal and Disposal
2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY25-26 Budget Request
19	N/A					
20						
21						
22						
23						
2(a) Total:						\$0

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	FY25-26 Budget Request
24	N/A					
25						
26						
27						
28						
2(b) Total:						\$0

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

\$0

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	FY25-26 Budget Request
29	TBD	Duct Cleaning	City Hall	\$2,500	40%	\$1,000
30						
31						
32						
33						
34						
3(a) Subtotal:						\$1,000

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

No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	FY25-26
						Budget Request
35	N/A					
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	FY25-26
					Budget Request
41	City Hall	1	\$1,920	100%	\$1,920
42					
43					
44					
45					
46					
3(c) Subtotal:					\$1,920

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): **3(d)**

\$2,920

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$22,400

- 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	FY25-26 Budget Request
47	N/A							100%	\$0
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
								Total (5):	\$0

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:** \$22,400
 (Cleaning Costs & Tenant Work)

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	FY25-26 Budget Request
58	b ThyssenKrupp	Elevator Maintenance/Rep Fire Extinguisher	City Hall	\$15,300	40%	\$6,120
59	e Tri-County Fire	Maintenance/Inspection	City Hall	\$2,320	40%	\$928
60	g Misc. Vendors	As needed	City Hall	\$15,100	40%	\$6,040
61	g Repair Vendor	Repairs of equipment	City Hall	\$10,311	40%	\$4,124
62	g HVAC Supply	Courtroom AC Unit Maint	City Hall	\$4,000	100%	\$4,000
63						
64						
65						
66						
67						
68						
7(a) Subtotal:						\$21,211

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	FY25-26 Budget Request
69	N/A					
70						
71						
72						
73						
74						
75						
76						
7(b) Subtotal:						\$0

7(c) Supplies and Equipment

				FY25-26	
Type of Material	Building	Quantity/Unit	Costs	Ald Eligible Percentage	Budget Request
77 General Supplies&Equipment	City Hall	1	\$12,500	40%	\$5,000
78					
79					
80					
81					
7(c) Subtotal:					\$5,000

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$26,211**

8 Total - Building and Property Maintenance Costs: **\$26,211**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) **\$6,553**

10 Total Proposed Direct Costs (Item 6 + Item 9): **\$28,953**

11 Overhead Costs (Item 10 x .05): **\$1,448**

12 Total Proposed Contract Amount (Item 10 + Item 11): **30,400**

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:	Thomas Herr
Title:	Treasurer
Signature:	
Date:	

County or City:	City of Johnstown
Address:	33-41 East Main Street
	Johnstown, NY 12095
Phone:	(518) 736-4017

ENDNOTES:

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

Line No. Explanation:

41 & 62	Materials and work dedicated to 100% of court occupied space (Courtroom).



November 17, 2025

Resolution No. 89, 2025

Council Member Parker presented the following Resolution and moved its adoption.

AUTHORIZE AN AGREEMENT WITH BROWN & BROWN OF NEW YORK, INC. TO ACT AS THE ADMINISTRATOR FOR COBRA AND / OR RETIREE BILLING SERVICES

WHEREAS, the City of Johnstown has previously contracted with Brown & Brown of New York, Inc. to act as the Benefit Plans Manager to provide services in connection with employee benefits programs; and

WHEREAS, the City is able to realize significant cost savings by contracting for services provided by Brown & Brown of New York, Inc.

NOW, THEREFORE BE IT,

RESOLVED, the Mayor is hereby authorized and directed to execute a Service Agreement, a copy of which is annexed hereto, with Brown & Brown of New York, Inc. to act as the Benefit Plans Manager to provide services in connection with employee benefits programs for a term commencing January 1, 2026 and ending December 31, 2026.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

CITY OF JOHNSTOWN

AGREEMENT FOR ADMINISTRATIVE SERVICES

FLEXIBLE BENEFIT PLAN

Brown & Brown Insurance Services, Inc. (hereafter referred to as "BBA") agrees to provide to the Group Sponsor, **CITY OF JOHNSTOWN** (hereafter referred to as "Client") the following services subject to all terms of this agreement and payment of the fees as described herein.

I. DEFINITIONS

AGREEMENT - This agreement to provide administrative services.

PLAN - The benefit plan Client has established to provide cafeteria plan benefits to Participants, as defined below, a copy of which is attached to this Agreement.

PLAN YEAR - The date upon which the plan begins and ends.

Initial Plan Year **January 1, 2026** to **December 31, 2026**
Subsequent Plan Years **1/1** to **12/31**

MONTHLY SERVICE CHARGE ("MSC") - **\$4.00** per month per Participant, paid quarterly in arrears, as defined below.

PARTICIPANTS - Employees who participate in the benefits offered under the Plan.

IRC - Internal Revenue Code of 1986, as amended, or any successor statute of like effect.

II. OUR SERVICES

Client hereby retains BBA to provide the following services in connection with the operation of the Plan:

- a. **Plan Documents**: BBA will provide to Client a prototype Plan Document and Summary Plan Description (SPD) for review by Client's legal and tax counsel.
- b. **Form Design**: BBA will provide Client with enrollment forms, and administrative forms and documents, claims payment instruments, and all other reporting and informational forms and materials necessary to process claims and to communicate with Client's eligible employees in connection with the plan.
- c. **Participant Meetings**: BBA will conduct group communication meetings for all employees and distribute information packages.

- d. Reimbursement Vouchers: BBA will furnish the Client with reimbursement vouchers to facilitate the timely processing of participating employee reimbursements and with any other claim forms necessary to obtain proof of claims from Plan Participants.
- e. Respond to Participant Inquiries: BBA will respond to all inquiries from Participants regarding Plan operation, qualifying expenses, account reimbursements and balances unless Client specifies otherwise. BBA will inform Client about all such inquiries and responses, in such manner as is mutually acceptable to BBA and Client.
- f. Maintain Participant Accounts: BBA will (i) maintain such Participant accounts as may be necessary for the processing of reimbursement checks; (ii) provide Participants with account balance information with each reimbursement check; (iii) provide the employer with calendar year quarterly reports for distribution to employees; and (iv) administer claims (subject to Client's prompt payment of salary reductions).
- g. End of Plan Year Notification: BBA will contact Plan Participants in the final months of the Plan Year and during the grace period and make a best efforts attempt to notify appropriate Participants and Client of any reimbursement accounts which appear in danger of not having sufficient reimbursements and are likely to have funds forfeited by the participant.
- h. Year End Accounting: BBA will provide Client with a year end accounting of all Participant accounts, including a summary of claims paid and account balances, and forward any excess amounts to Client as prescribed by law.
- i. Quarterly Billing: BBA will submit to Client a bill for the MSC on a quarterly basis.
- j. Document Retention: BBA will maintain original documents in their files for seven (7) years including: Plan documents, employee enrollment forms, reimbursement vouchers and submitted receipts. All of these documents will be made available to Client in the event of an audit. Client's right of access to Plan records survives the termination of this Agreement.
- k. Maintain Confidentiality: BBA will maintain all employee data in the strictest of confidence and release this data or any derivations thereof only to Client's designated representative who shall be Sue Conine. BBA's confidentiality obligation survives the termination of this Agreement.

III. CLIENT RESPONSIBILITIES

- a. Payment for Services: Client agrees to pay the MSC. The MSC shall be computed by multiplying the MSC that is listed in Section I by the number of Participants covered by the Plan as of the first day of each calendar month commencing on the effective date for this Agreement. Invoicing will be quarterly in arrears and payment is to be received no later than 14 days thereafter. The MSC shall remain in effect during the term of this Agreement.
- b. Plan Documents: Client will have the prototype Plan Document and Summary Plan Description (SPD) reviewed by Client's legal and tax counsel and will take such action as necessary to adopt and implement the Plan.
- c. Prompt Payment of Salary Reductions: Client agrees to ensure the reasonably expeditious payment of salary reductions to BBA to facilitate the prompt payment of employee reimbursement requests. If such payments are not made in full on a timely basis, BBA reserves the right (after notification of Client's designated representative in writing) to advise Participants that such deposits have not been made by Client.
- d. Information: Client agrees to supply to BBA accurate employer, Plan and employee data as required by IRC section 125 in a format that is mutually satisfactory to both BBA and Client. BBA shall rely on data provided by Client and is not required to verify the accuracy of such data. Also, Client will provide such information on an ongoing basis for new hires and terminations in a manner that is mutually acceptable to BBA and Client.
- e. Conference Room: Client agrees to provide a conference room or other suitable site for group meetings and schedule for all employees to attend one of the scheduled meetings agreed to by BBA and Client.
- f. Private Meeting Area: Client agrees to provide a private area where employees may be enrolled and have their personal information discussed without fear of having their privacy infringed and ensure that all employees are available to attend such a private enrollment session agreed to by BBA and Client.
- g. Payroll System: Client agrees to ensure that Client's payroll system can accept salary reductions for cafeteria plans.
- h. Variations in Enrollment Data: Client agrees to provide to BBA a detailed account of any variations between anticipated enrollment amounts and amounts actually paid by Client in such a manner that is mutually acceptable to both BBA and Client. An employee is generally committed, by law, to a Salary Reduction Agreement for the entire Plan Year. Amounts not withheld for one pay period generally must be made up the following pay period. It is

the responsibility of Client's payroll department to ensure proper withholding.

IV ADVANCE PAYMENT FUND

- a. **Advance Payment:** On or before the fifteenth day of the first month, Client shall pay to BBA an advance payment equal to fifteen percent (15%) of the aggregate Individual Election Amount for all Participants at the beginning of the Plan Year (the "Advance Payment"). BBA shall deposit such sum into the Advance Payment Fund (as defined in paragraph b. below). For purposes of this Agreement, the "Individual Election Amount" shall equal the maximum amount selected by all Participants for qualified payments under the Plan Documents via salary reduction. By way of example, if there are 4 Participants in Client's Plan and each Participant elects to have a maximum benefit of \$1,000, the Advance Payment for Client shall equal \$600 (i.e. $\$1,000 \times 4$) multiplied by .15).
- b. **Advance Payment Fund:** BBA shall deposit the Advance Payment into a reserve account established by BBA for Client's Plan. In the event payroll deductions for payments under Client's Plan are insufficient to satisfy current expenses payable from Client's Plan, BBA shall be permitted to utilize the Advance Payment Fund to satisfy such expenses.

V. RELATIONSHIP BETWEEN THE PARTIES

In providing services hereunder, BBA is not acting as legal counsel, tax practitioner or Plan Administrator. BBA has been retained by the Client to act as claims payor and to provide administrative services concerning the Plan. BBA does not exercise discretionary authority and acts only upon the instruction and information of Client. Client retains final authority and full responsibility for determining the Plan's compliance with IRC section 125 and with respect to determinations regarding the use of BBA's services. All forms, documents, schedules and pertinent material provided by BBA shall be subject to the review and approval of Client and shall not be provided to Client's employees without Client's written consent. BBA's duties and authority are strictly limited as described in this Agreement.

VI. INDEMNIFICATION

Client shall indemnify and hold harmless BBA from any and all claims, and the cost of defending against such claims (including reasonable attorneys fees and expenses of counsel selected by BBA), that are due to BBA's administration of the Plan, except for any liability due to BBA's negligence. In addition, Client shall promptly pay any assessments, fines, fees, taxes or penalties, which may be made against the Plan.

VII. TERM OF AGREEMENT

The Term of this Agreement shall be from January 1, 2026 until December 31, 2026, and may be renewed by the parties hereto for additional periods at a mutually agreed upon rate.

VIII. TERMINATION OF AGREEMENT

This agreement terminates immediately upon receipt of broker of record change. Otherwise the following termination stipulations are in place:

- a. Who Can Terminate: Either party may terminate this Agreement by giving at least sixty (60) days written notice of their intent to do so. The sixty-day shall begin to run upon deposit of the notice to a postal facility.
- b. Return of Funds: Upon termination, BBA will return all funds held by BBA in the Participant's accounts to Client and any balance in Advance Payment Fund; all only after payment of any claims submitted in accordance with the Plan Documents prior to the effective date of termination.
- c. Automatic Termination: The Agreement will be automatically terminated as of the date that the Plan is discontinued or materially changed, as determined by us, without first receiving our written consent.
- d. Termination Stipulations: In the event of termination, both parties shall agree:
 1. Client shall pay BBA any outstanding charges within thirty days of Client's receipt of BBA's bill.
 2. BBA will transfer claim-processing data in its possession to Client or, upon Client's request, to a successor claims provider.
 3. BBA will have no further obligation to process claims after this Agreement terminates; except for those claims, which arose during the time of this agreement.

IX. GENERAL PROVISIONS

- a. Governing Law: This Agreement is governed by the laws of the state of New York, without regard to its conflicts of laws provisions.
- b. Waiver: Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- c. Enforceability: If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.
- d. Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. This agreement may be amended only by an instrument in writing signed by the parties to this Agreement. This Agreement supercedes all prior or contemporaneous negotiations, discussions, agreements, or representations among the parties with respect to its subject matter.
- e. Notices: Any notice to be provided under this Agreement by one party to the other shall be sent return receipt requested, shall be effective upon receipt, and shall be sent to: (a) Brown & Brown Insurance Services, Inc. , Six Tower Place, Albany, New York 12203, and (b) the Client at **33-41 East Main Street, Johnstown, NY 12095**

In witness whereof, the parties have executed this Agreement on the _____ Day of _____, 2025.

Brown & Brown Insurance Services, Inc.

CITY OF JOHNSTOWN

By _____

By _____

Title _____

Title _____



Resolution No. 90, 2025

Council Member Spritzer presented the following Resolution and moved its adoption:

**AUTHORIZE AGREEMENT WITH EMPLOYEE NETWORK, INC. TO PROVIDE
EMPLOYEE ASSISTANCE SERVICES FOR 2026**

WHEREAS, the City of Johnstown has previously contracted with Employee Network, Inc. to provide employee assistance including EAP counseling, coaching and other services fully described in the Summary of Services and Processes, a copy of said agreement is attached hereto; and

WHEREAS, the City desires to continue coverage with Employee Network, Inc. and has received a Notice of Rate Adjustment for 2026, a copy of which is attached hereto.

BE IT RESOLVED, the Mayor is hereby authorized and directed to sign any and all documents necessary to continue coverage with the Employee Network, Inc. to provide employee assistance services to the employees of the City of Johnstown for the period January 1, 2026 through and including December 31, 2026 at a cost of \$1,808.40, billed semi-annually.

Seconded by Council Member

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

Notice of 2026 Rate Adjustment – Employee Network, Inc. (eni) Service Agreement

Good afternoon,

We appreciate your partnership and continued trust in Employee Network, Inc. (**eni**) as a provider for your mental health and well-being services. While **eni** strives to maintain stable pricing for as long as possible and has, in many cases, been able to keep rates unchanged for years, due to the rising demand for mental health services and a substantial increase in the per-session cost of therapy, we must make a modest adjustment of \$0.10 PEPM to our rates, bringing your new rate to **\$1.37 PEPM**. This change, reflecting an annually increase of \$132, will support our continued expansion and improvement of services within our product offering.

This email serves as formal written notice of an upcoming adjustment to the fees for services under our mutual Service Agreement which will be effective with your first received invoice for **2026**.

We remain committed to delivering high-quality care and support to your organization, its members, and their families. If you have any questions about this notification, please contact your Account Manager or support@breehealth.com.

Thank you, be well,

Jordan Woloch
Managing Director, Customer Relations
1.800.364.4748 ext. 2014



Total Well-being Solutions



Service Agreement

This Service Agreement (the "eni Service Agreement") is entered into effective 01/01/2024 by and between **Employee Network, Inc.** ("eni") with an address of 1040 Vestal Parkway East, Vestal, New York 13850, and the **City of Johnstown**, with an address of 33-41 East Main Street, Johnstown, NY 12095 ("Company"). The term "Agreement" as used herein includes this eni Service Agreement, Exhibits A (Summary of Services and Processes) and B (Fees) attached hereto, the attached Terms and Conditions and the attached HIPAA Business Associate Agreement (all of which are incorporated herein by reference).

I, Amy Praught, have authority to enter into this Agreement on behalf of the Company listed above and authorize eni to bill the fees as set forth in the Exhibit B fee schedule. Fees will change based upon the number of Eligible Members in accordance with the Exhibit B fee schedule, and may otherwise change as provided in the Terms and Conditions. I understand that Services will continue as long as payments for the Services reflecting the appropriate number of Eligible Members are received by eni when due. I agree to notify eni promptly of changes in the number of Eligible Members pursuant to the terms hereof. I understand that lack of such notification or allowing persons other than Eligible Members to use the Services constitutes a breach of this Agreement and may result in termination of this Agreement and/or reimbursement to eni for unauthorized services, at eni's sole discretion.

WHEREAS, Company has engaged eni to provide NexGen EAP with Integrated Work/Life Services;

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, the parties hereto agree as follows:

1. **Services:** eni will provide NexGen EAP, an employee assistance program including EAP counseling, coaching, and other Services as more fully described on Exhibit A (Summary of Services and Processes) attached hereto.

2. **Start Date and Other Terms:**

Start Date: January 1, 2024

Contract Term: Open ended

3. **Company Obligations:**

- a. Eligible Members. Semiannually, Company shall provide eni with the number of Eligible Members employed by Company. Company

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acknowledges that it is Company's responsibility to provide eni with accurate and complete information regarding all Eligible Members and Company agrees that it shall not, under any circumstances, offer Services to any person that it has not identified to eni as an Eligible Member. The parties anticipate that the total number of Eligible Members on the Start Date specified in Section 2 above shall be approximately 110.

- b. Services and Payments. Invoices for the Services will be generated by eni and sent to Company semiannually immediately upon eni's receipt of the information from Company required by Section 3.a. above setting forth all Eligible Members. If an Eligible Member (or an Eligible Dependent of such Eligible Member) is using the Services at the time of termination of the Eligible Member's employment, eni will continue to provide the Services until conclusion. After date of termination of employment of an Eligible Member, the Eligible Member and the Eligible Dependents of such Eligible Member have a thirty (30) day grace period to contact eni and initiate Services. Until Services are concluded with respect to an Eligible Member (or the Eligible Dependents of an Eligible Member) whose employment has been terminated, (i) Company shall continue to identify such Eligible Member in the information provided to Company pursuant to Section 3.a. above and (ii) Company shall continue to pay eni all applicable fees for such Eligible Member and the Services being received by such Eligible Member and/or Eligible Dependents.
- c. California Residents. Company agrees and acknowledges that, notwithstanding anything to the contrary in this Agreement, with respect to any Eligible Individuals that reside in California ("California Residents"): (i) the Services shall not include more than 3 counseling sessions in any six month period; and (ii) the fees for the Services will be paid by Company on behalf of the California Residents, shall not be charged back to California Residents, and do not affect the California Residents' compensation. If Company violates any provisions of this Section, Company shall indemnify, defend, and hold eni (and its officers, directors, employees, agents, representatives and affiliates) harmless from and against any and all liability, losses, injuries, damages, claims, demands, suits, cost and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent they relate to or arise out of Services to any California Residents, including, without limitation, any Losses associated with any failure to comply with the Knox-Keene Health Care Service Plan Act of 1975, as amended.

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4. **Exceptions:** Notwithstanding anything herein to the contrary, the Services to be provided by eni pursuant to this Agreement expressly do not include (a) any Company obligations set forth in Section 3 hereof; (b) Company requests for updates to the personalized mobile platform; and (c) any other services not specifically identified on Exhibit A hereto. Company agrees and acknowledges that, as set forth on Exhibit A, certain of the Services require payment of additional fees above and beyond the monthly fees set forth on Exhibit B hereto. Company acknowledges that this Agreement only relates to provision of Services in the United States. eni shall not, and shall not be obligated to, provide Services to any persons not residing in the United States.

5. **Intellectual Property:**

- a. eni Intellectual Property. As between eni and Company, eni owns, solely and exclusively, all rights, title and interest in and to any and all Intellectual Property developed and/or modified by eni in connection with the Services (collectively, the "eni Intellectual Property"). eni retains all Intellectual Property Rights in, to and/or embodied in or associated with the eni Intellectual Property and all copies and derivative works thereof. Use of the Services does not grant to Company or any other party ownership of any eni Intellectual Property.
- b. Company Intellectual Property. Company represents and warrants to eni that Company owns or has the right to use any and all Intellectual Property that may be provided by Company to eni in connection with this Agreement (the "Company Intellectual Property").
- c. Limited License. Company grants to eni, and represents and warrants that it has the right to grant to eni, a royalty-free, non-exclusive, worldwide, sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner any and all Company Intellectual Property in connection with eni's provision of the Services pursuant to the terms of this Agreement. eni grants to Company a limited license to use the eni Intellectual Property solely for purposes of utilizing the Services provided by eni pursuant to this Agreement. Company shall only use the eni Intellectual Property as necessary to use the Services and shall not use or otherwise exploit the eni Intellectual Property for any other purpose.

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- d. Restrictions. Company agrees that it shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the eni Intellectual Property or make any unauthorized use thereof. Other than as expressly allowed herein, Company may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any eni Intellectual Property. Company further agrees that it may not and shall not alter, edit, delete, remove, or otherwise change the meaning or appearance of, any of the eni Intellectual Property, including, without limitation, the alteration or removal of any trademarks, or any other proprietary content or proprietary rights notices.
- e. Company Responsibility. Company shall be responsible for ensuring that all use of the eni Intellectual Property pursuant to this Agreement is in compliance with the terms of this Agreement and Company shall be liable for any use of the eni Intellectual Property in violation of the license granted in this Agreement, whether by Company, Eligible Individuals, or by any other user using the Services on behalf of Company.
- f. Limited Warranty. eni warrants that it shall use commercially reasonable efforts to ensure that the eni Intellectual Property, as delivered and under normal use, shall not contain any disabling devices, back doors, Trojan horses, or other malicious code designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information.
- g. Indemnification. Subject to the limitations set forth in this Agreement, eni shall indemnify, defend or settle any action, suit or proceeding brought against Company alleging that the eni Intellectual Property infringes any U.S. patent or copyright, provided that Company gives prompt written notice to eni of any such action, suit or proceeding and gives eni the authority to proceed as contemplated herein. eni shall have the exclusive right to defend any such action, suit or proceeding and make settlements thereof at its own discretion, and Company may not settle or compromise such action, suit or proceeding, except with the prior written consent of eni. Company shall give such assistance, cooperation and information as eni may reasonably require to defend, settle or oppose any such action, suit or proceeding. In the event any such infringement action, suit or proceeding is brought or threatened, eni may, at its sole option and expense: (i) procure for Company the right to continue use of the eni Intellectual Property; (ii)

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modify, amend or replace the same, provided the replacement has substantially similar functionality and performance; or (iii) if neither of the foregoing is commercially practicable as determined by eni in its sole discretion, eni shall remove the infringing eni Intellectual Property from the Services and equitably adjust the recurring fees to reflect such removal.

- h. Requirements. The warranty and indemnification set forth above is made to and for the benefit of Company only and shall apply only if (i) the eni Intellectual Property has been used at all times in accordance with this Agreement and any associated documentation; (ii) no modification, alteration or addition has been made to the eni Intellectual Property by persons other than eni; and (iii) any defect in or malfunction of the eni Intellectual Property has not been caused by Company, Company's employees or independent contractors, Eligible Individuals, any person not under the control of eni, or Company's equipment or software, including, without limitation, third party software or equipment; and (iv) Company is current with any and all fees due under this Agreement.
- i. Disclaimer. Company acknowledges that no employee, representative, agent, or affiliate of eni has authority to bind eni to any oral representations or warranty concerning the Services, the eni Intellectual Property, or any other product or service provided to Company hereunder. Any written representation or warranty not expressly contained in this Agreement is expressly disclaimed and is not enforceable. Except as set forth in this Section 5, eni makes no warranties, whether express, implied, or statutory regarding or relating to the Services, the eni Intellectual Property, or any other materials or services provided to Company hereunder. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ENI DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, THE ENI INTELLECTUAL PROPERTY, OR ANY OTHER MATERIALS PROVIDED BY ENI WILL BE ERROR-FREE, PERFORM IN AN UNINTERRUPTED MANNER, OR THAT ENI WILL CORRECT ALL ERRORS.

6. Definitions:

- a. "Contract Year" shall mean each recurring twelve month period starting on the month and day of the start date set forth in Section 2 above.

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- b. "Eligible Dependent(s)" shall mean (i) domestic partners of Eligible Members, (ii) each Eligible Member's spouse and (iii) each Eligible Member's dependent children from birth to age 26 and/or unmarried children, residing with parent, regardless of age, who are mentally or physically incapable of earning their own living.
 - c. "Eligible Member(s)" shall mean all benefit eligible employees of Company, both full and part-time, residing in the United States. Benefit eligible employees of Company shall become eligible to participate in the Services and deemed "Eligible Members" for purposes of this Agreement beginning with the first day of the month following the benefit eligible employee's date of hire. Upon termination of employment, he or she will cease being deemed an "Eligible Member" for purposes of this Agreement when any Services being provided to the Eligible Member and/or Eligible Dependents of such Eligible Member have concluded, as more fully described in Section 3.b. above.
 - d. "Intellectual Property" shall mean any and all concepts, ideas, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, artwork, software (including programs, program listings and programming tools), web sites (including graphic designs, site map and architecture, and calculation, projection and modeling routines), improvements, manuals, reports, drawings and other intellectual property.
 - e. "Intellectual Property Rights" shall mean any and all intellectual property rights including, but not limited to, patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.
 - f. "member" as may be used herein and in Exhibit A hereto shall mean Eligible Members and Eligible Dependents.
 - g. "Services" shall mean the services described in Section 1 above and as more fully described on Exhibit A (Summary of Services and Processes) attached hereto.
7. **Fees:** Fees for the Services are set forth in Exhibit B (Fees) attached hereto. All applicable Monthly Fees set forth on Exhibit B shall be owed in full for each month

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or partial month in which Services are available and will not be pro-rated if Services begin mid-month.

8. **Payment Terms:** NET 30 Days unless otherwise provided in Exhibit B (Fees) attached hereto.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers or agents as set forth below.

<small>DocuSigned by:</small> <u>Amy Praught</u> <small>8530432B08CB4BB...</small>	<u>x</u>	<u>12/21/2023 1:23 PM EST</u>
<i>(Signature of Company Representative)</i>	<i>(Title)</i>	<i>(Date)</i>
<small>DocuSigned by:</small> <u>Chris Dixon</u> <small>CACAD933D0754AC...</small>	<u>COO</u>	<u>1/30/2024 10:54 AM EST</u>
<i>(Signature of eni Representative)</i>	<i>(Title)</i>	<i>(Date)</i>