



MEMORANDUM OF UNDERSTANDING
USE OF SPACE

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated this 2nd of April, 2025, between ST. LAWRENCE-LEWIS COUNTY, BOARD OF OPERATIVE COOPERATIVE EDUCATIONAL SERVICES (BOCES), located at 40 W Main Street Canton, NY 13617, and the New York State Department Of Labor ("NYSDOL") located at W. Averell Harriman State Campus, Building 12, Albany, NY 12226, collectively, the Parties.

WITNESSETH

WHEREAS, NYSDOL has the right to use and occupy space at 35 Glenn Street, Massena, New York 13662 ("the Premises") pursuant to a lease between the New York State Office of General Services and Phillip Schwartz DBA: Schwartz Realty Company; and

WHEREAS, the Workforce Investment Act of 1998 ("WIA") and the Workforce Innovation and Opportunity Act of 2014 ("WIOA") require that each state form a universal delivery system of state and local workforce development services ("Employment Services"); and

WHEREAS, BOCES desires to use and occupy a portion of the Premises to provide Employment Services; and

WHEREAS, NYSDOL desires to grant to BOCES the right to use and occupy a portion of the Premises as set forth in Addendum A hereto ("MOU Space") for such purposes;

NOW, THEREFORE, in consideration of terms and conditions set forth, the Parties mutually agree as follows:

1. NYSDOL grants to the PARTNER the right to use and occupy the MOU Space.
2. This MOU shall be for a term of two (2) years, commencing on April 4, 2025 and terminating on March 31, 2027. This MOU may be renewed for up to two (2) additional one (1) year periods with the written consent of the Parties.
3. BOCES shall reimburse NYSDOL for the MOU Space, as set forth in Addendum A.
4. BOCES will be made monthly using the appropriate Interagency billing process.
5. If NYSDOL has a change of Premises lease costs or operating expenses, NYSDOL shall, with BOCES' consent, adjust the payment schedule in a proportional amount at any time during said MOU term, except that NYSDOL may adjust the payment schedule without BOCES' consent if BOCES unreasonably withholds consent.
6. This MOU may be terminated by either party, at its sole discretion, with or without cause, at any time upon the giving of sixty (60) days' prior written notice.

7. NYSDOL and BOCES represent that they are self-insured for all foreseen and unforeseen liabilities.
8. The hours of operation of the MOU Space shall be from 8:30 a.m. – 4:30 p.m., Monday through Friday; and deviations from these hours requires written consent from NYSDOL.
9. NYSDOL shall have the right to enter the MOU Space at any time.
10. If BOCES: (a) deserts the MOU Space; (b) defaults in the payment of the MOU Space Fee or any part thereof; (c) sells, assigns, mortgages, pledges or sublets this MOU; (d) defaults in the performance of any of the terms, conditions or covenants of this MOU which BOCES is to keep and perform, NYSDOL may, at any time thereafter terminate this MOU and the term thereof, on giving to BOCES or the legal representatives of BOCES and any person occupying the MOU Space, sixty (60) days' prior written notice of its intention to terminate this MOU. Upon delivery of such notice, this MOU and the term thereof shall terminate on the date fixed in such notice as if such date were the date originally fixed in this MOU for the termination or expiration thereof. Such notice addressed to BOCES at the MOU Space location may be given by first class mail to BOCES, or the legal representatives of BOCES.
11. NYSDOL shall not be liable for any damage to personal property or injury by fire, flood, earthquake, tornado, rain, stormwater, elements of nature or acts of God, which may be sustained by BOCES or other person or for any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any person, or by reason of the breaking, leakage or obstruction of the water or soil pipes, or other leakage in or about any structure on the Premises.
12. BOCES shall not: (a) sell, assign, mortgage, or pledge this MOU; (b) let or sublet the whole or any part of the MOU Space; or (c) occupy or allow the MOU Space to be occupied for any business other than specified herein or for any immoral or illegal purpose.
13. BOCES will have no right to holdover or remain in possession of all or any part of the MOU Space after the expiration of the term absent the written permission of NYSDOL. If BOCES remains in possession of all or any part of the MOU Space after the expiration of the term, with or without the consent of NYSDOL: (a) such use and occupancy will be deemed to be a periodic MOU from month to month only; (b) such use and occupancy will not constitute a renewal or extension of this MOU for any further term; and (c) such use and occupancy may be terminated by NYSDOL upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. If, however, NYSDOL has vacated its portion of the leased space, upon holding over, BOCES shall be responsible for NYSDOL's total monthly cost of renting the entire space. If, in the alternative, NYSDOL either holds over or enters a new lease, BOCES' holdover rent shall be adjusted accordingly.
14. No alterations or improvements are to be performed to the MOU Space by either Party without prior written consent of both Parties.
15. Any notice to either Party hereunder must be in writing, signed by the Party giving it, and shall be served either personally or by registered mail addressed as follows:

TO: ST. LAWRENCE-LEWIS COUNTY, BOARD OF OPERATIVE COOPERATIVE EDUCATIONAL SERVICES:

Name: Darin Saiff
Title: District Superintendent for St. Lawrence-Lewis BOCES
Address: 40 West Main Street, Canton, NY 13617

TO THE NEW YORK STATE DEPARTMENT OF LABOR:

Name: Lucas Smock
Title: Director, Business Administration
Address: 1220 Washington Ave, Bldg. 12, Albany, NY 12226

Any change of address may be hereafter designated by notice within five (5) business days of the change. All notices become effective only when received by the addressee.

16. This MOU constitutes the entire understanding of the parties and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this MOU shall not be changed, modified, or altered in any manner except by an instrument in writing, executed by the Parties, except for termination as set forth in paragraph six (6) above.

IN WITNESS WHEREOF, both parties have duly executed this MOU on the date herein written.

NEW YORK STATE DEPARTMENT OF LABOR:

Name: Scott B. Melvin Signature: _____

Title: Executive Deputy Commissioner Date: _____

NEW YORK STATE ST. LAWRENCE-LEWIS COUNTY, BOARD OF COOPERATIVE EDUCATIONAL SERVICES:

Name: Darin Saiff Signature: 

Title: District Superintendent for St. Lawrence-Lewis BOCES
Date: 6/8/26

The Permit Fee includes covered operating expenses and telephone expenses. Covered operating expenses are rent, electricity, heat, janitorial services, water, and security alarm monitoring. Rent is based upon occupied space of 207 square feet, as well as covered operating expenses and use of common areas at the Premises, at a rate of \$32.42 per square foot for a total of \$6,711.00 for 12 months. One (1) telephone will be provided at the cost of \$17.09 per line for a total cost of \$17.09 per month.

Summary:

Annual Telephone: \$205.08

Monthly Telephone: \$17.09

Annual Rent: \$6,711.00

Monthly Rent: \$559.25

Term Length: 24 Months (4/1/2025-3/31/2027)

Monthly Rent & Phone \$576.34

TOTAL PERMIT FEE AMOUNT DUE \$13,832.04