



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

**To:** Jerome D. Schad, Chair  
Peggy A. LaGree, Vice Chair  
Michele M. Iannello, Treasurer

**Cc:** Terrence D. McCracken, Secretary  
Karen A. Prendergast, Chief Financial Officer  
Mark S. Carney, General Counsel  
Russell J. Stoll, Chief Operating Officer  
Leonard F. Kowalski, Executive Engineer

**From:** Jacqueline C. Mattina, Associate Attorney,  
of counsel to Mark S. Carney, General Counsel

**Date:** February 16, 2022

**Subject:** Anti-Harassment and Workplace Violence Training

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The Erie County Water Authority (the “Authority”) is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has a right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices including harassment. Pursuant to Section 201-g of the Labor Law, every employer in New York State is required to provide employees with sexual harassment prevention training on an annual basis.

Furthermore, the Authority is committed to the safety and security of its employees. Workplace violence presents a serious occupational safety hazard to the Authority, staff, contractors, vendors, and customers. Consistent with the provisions of New York Labor Law § 27-b and NYCRR Part 800.6, the Authority is required to provide annual training relating to preventing workplace violence.

Legal department staff contacted four (4) companies (Enterprise Solutions, Everfi, Media Partners and Kantola Training Solutions (“Kantola”)) requesting to review their training videos on sexual harassment and workplace violence as all four (4) companies offer training in these two areas. The training videos were reviewed to determine if the videos met Authority criteria. All four companies had New York compliant training for sexual harassment, however, none of the companies offer a workplace violence training that is solely New York compliant since specific training needs to be done in conjunction with the Authority’s workplace violence prevention policy. The use of the workplace violence trainings will be to give a general overview and training aimed at preventing and minimizing the hazards of workplace violence at the Authority. The Legal department will work with the Authority’s Human Resources Director and Security Officer on any additional requirements of training specific to the Authority, including incorporating the Authority’s Workplace Violence Policy.

After reviewing what each company had to offer, it has been determined that Kantola had the most comprehensive training videos in a format that engaged the user, while also providing access to a system which will enable the Authority to administer, monitor, provide certificates of completion, pull reports, and personalize with the Authority logo and policy.

The Director of Cybersecurity and Information Technology has reviewed the requirements of the Kantola system including the ability to upload users en masse and verifying the ability to use the support browsers. The Human Resources Director and the Security Officer have been consulted with additional training requirements.

I am recommending the Board authorize entering into a Training Solutions License Agreement with Kantola for the purpose of accessing training videos on harassment and workplace violence. A resolution authorizing the Agreement is on the February 23, 2022 Board meeting for your review and authorization. Thank you.

Budget Information:

Unit 8010: Human Resources

Line No.: 37, Training

ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Documents  
(check which apply)

**Contract:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_  
**Project Description:** Licensing Agreement between the Water Authority and Kantola Training  
Solutions for Staff Anti-Harassment & Workplace Violence Trainings

**Item Description:**





- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement                 | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD                                  | <input type="checkbox"/> NYSDOT Agreement              | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids |   |                                       |
| <input type="checkbox"/> Request for Proposals                |  |   |                                       |
| <input type="checkbox"/> Other _____                          |  |   |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input type="checkbox"/> Board Authorization to Execute                       | <input type="checkbox"/> Legal Approval                              |
| <input type="checkbox"/> Board Authorization to Award                         | <input checked="" type="checkbox"/> Execution by the Chairman        |
| <input type="checkbox"/> Board Authorization to Advertise for Bids            | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |  |   |                  |
|--|---|------------------|
| <input type="checkbox"/> Other (if Applicable)                 | _____   | Date: _____      |
| <input checked="" type="checkbox"/> Chief Operating Officer    |  | Date: 2/15/2022  |
| <input type="checkbox"/> Executive Engineer                    | _____   | Date: _____      |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: 02/15/2022 |
| <input type="checkbox"/> Risk Manager                          | _____   | Date: _____      |
| <input checked="" type="checkbox"/> Chief Financial Officer    |  | Date: 02/15/2022 |
| <input checked="" type="checkbox"/> Legal                      |  | Date: 2/15/2022  |

**APPROVED FOR BOARD RESOLUTION:**

- |  |   |               |
|--|---|---------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 2/15/22 |
|--|---|---------------|

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



change perspectives.  
achieve compliance.  
elevate culture.

## Kantola Training Solutions License Agreement

This Kantola Training Solutions License Agreement ("**License Agreement**") is effective as of February 10, 2022, by and between Kantola Training Solutions, LLC, ("**Licensor**"), with offices located at 55 Sunnyside Avenue, Mill Valley, CA, and Erie County Water Authority, ("**Licensee**") with offices located at 295 Main Street, Suite 350, Buffalo, NY.

### **BACKGROUND:**

The Licensor wishes to license workplace training solutions to the Licensee and the Licensee desires to license the workplace training solutions under the terms and conditions stated below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Product:**

- 1.1. Under this License Agreement, the Licensor grants to the Licensee a non-exclusive and non-transferable license to use the following training courses and related material ("**Product**"):

Harassment Prevention: A Commonsense Approach - New York Interactive eLearning format and Workplace Violence: The Early Warning Signs Simplified eLearning format

*Product listing: Includes access to both New York Employee (40-min) and Manager (60-min) versions and Workplace Violence includes employee and manager versions*

- 1.2. On each anniversary of the execution of this License Agreement, the Licensee will have the right to move to the most recent version of the courses listed above should more recent versions be available.

### **2. License Fees:**

- 2.1. The license fees for the Product are as follows ("**License Fees**"):

Year	# of learners	Price per learner per year	Set-up fee	Total fees
Year 1	255.00	\$17.25	WAIVED	\$4,398.75
Year 2	255.00	\$17.25	NA	\$4,398.75
Year 3	255.00	\$17.25	NA	\$4,397.75

- 2.2. Any additional learners will be invoiced at time of addition and will be billed at \$17.25 per learner per year.
- 2.3. All invoiced items will be delivered within the agreed-upon timeframe and will include sales tax, if applicable, and invoices will be payable within 30 days of receipt of the invoice (unless otherwise agreed upon in writing).
- 2.4. Included in the License Fee, Licensor will provide technical services support to the Licensee as needed during normal business hours or by the next business day, Monday through Friday from 7:30 AM to 5:30 PM Pacific time.

2.5. The first-year portion of the License Fees will be invoiced on execution of this License Agreement, and fees for subsequent years will be invoiced on the anniversary of the execution of this Agreement.

**3. Term:**

- 3.1. This Agreement will begin on execution of this License Agreement and will continue for a period of three (3) years, unless terminated early ("***Term***").
- 3.2. The Licensee may terminate this License Agreement for any reason up to 60 days before each anniversary of the execution of this License Agreement ("***Early Termination Notice***") and no further fees will be due for subsequent years.
- 3.3. If Licensor fails to provide the Product as agreed, Licensee may terminate the License Agreement with written notification and Licensor will prorate and refund any remaining License Fees within 30 days of written notification.
- 3.4. At the end of the Term of this License Agreement the Licensee must destroy all copies, if any, of the Product in their possession.
- 3.5. Prior to the end of Term, Licensor will offer terms for renewal to the Licensee.

**4. Delivery:**

- 4.1. The courses will be hosted on the Kantola Learning Management System, which includes the ability to administer, track, monitor, provide certificates of completion, pull reports, personalize with your company logo and more.

**4. General:**

- 4.1. This License Agreement, the incorporated T&Cs and any other incorporated agreements specifically referenced in this License Agreement, constitute the entire understanding between the Parties. This License Agreement can only be modified in writing signed by both the Licensor and the Licensee and does not create or imply any relationship in agency or partnership between the Licensor and the Licensee.
- 4.2. Licensee accepts Licensor's standard terms and conditions ("***T&Cs***") which can be found at [www.kantola.com/terms](http://www.kantola.com/terms) and the T&Cs are incorporated herein and made part of this Agreement. By entering into this Agreement, I confirm that I have read and I accept the T&Cs.
- 4.3. This License Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Kantola Training Solutions License Agreement as of the date first written above

LICENSEE

LICENSOR

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

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

Name: Jerome D. Schad  
 Title: Chairman  
 Erie County Water Authority

Name:  
 Title: