



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR THE June 9, 2022 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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www.ocgov.net



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Eastern Regional Office
545 Marriott Drive, Suite 700
Nashville, TN 37214

FN 20

22-178

IN REPLY REFER TO:
Real Estate Services
TR-4609-P5

MAY 09 2022

Case Number: 38386

READ & FILED

NOTICE OF GAMING LAND ACQUISITION APPLICATION

Pursuant to the Code of Federal Regulations, Title 25, INDIANS, 151.10 On-Reservation, notice is given of the application filed by the ONEIDA INDIAN NATION to have real property accepted "in trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority which is vested in the Secretary of the Interior, or his authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- (3) Any governmental services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with the zoning.

We provide the following information regarding this application:

Applicant:

ONEIDA INDIAN NATION

Legal Land Description/Site Location:

See "Exhibit A" for legal descriptions.

Project Description/Proposed Land Use:

No change in the current use. The current use is for gaming.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on

NO LA 201



Office Codes: B-S-51-011 AD Number: 4200196806 Case: 38386

local/state government, which may result from the removal of the subject property from the tax roll and local jurisdiction.

This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act (NEPA) of 1969.

Your written comments should be addressed to the Bureau of Indian Affairs office listed at the top of this notice. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted one thirty day extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving the enclosed notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

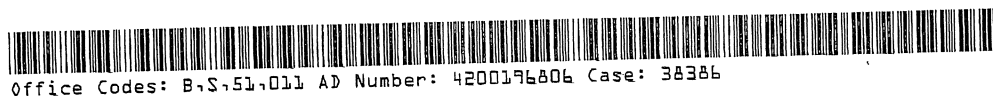
A copy of the application, excluding any documentation exempted under the Freedom of Information Act (FOIA), is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to the Office attention: RANDALL TRICKEY, REGIONAL REALTY OFFICER, (615) 564-6500.

Sincerely,

A handwritten signature in black ink, reading "Kimberly C. Beckard", written over a horizontal line.

Enclosure(s)

NO LA Q01



Office Codes: B.S.51.011 AD Number: 4200196806 Case: 38386

CC:

BY CERTIFIED MAIL:

CITY CLERK, CITY OF SHERRILL

377 SHERRILL ROAD

SHERRILL, NY 13461

Certified Mail ID: 70191120000063730897

MAYOR, CITY OF SHERRILL

377 SHERRILL ROAD

SHERRILL, NY 13461

Certified Mail ID: 70191120000063730903

CHAIRMAN ONEIDA COUNTY BOARD OF LEGISLATORS

800 PARK AVENUE

ONEIDA COUNTY OFFICE BUILDING

UTICA, NY 13501-2977

Certified Mail ID: 70191120000063730910

COUNTY EXECUTIVE, ONEIDA COUNTY

800 PARK AVENUE

ONEIDA COUNTY OFFICE BUILDING, NY 13501

Certified Mail ID: 70191120000063730927

SUPERINTENDENT OF SCHOOLS VERNON-VERONA-SHERRILL CENTRAL SCHOOLS

5275 STATE ROUTE 31

P.O. BOX 128

VERONA, NY 13478-0128

Certified Mail ID: 70191120000063730934

BY FIRST CLASS MAIL:

NOLA001



Office Codes: B.S.51.011 AD Number: 4200196806 Case: 38386

Case Number: 38386

Applicant Name: ONEIDA INDIAN NATION

LEGAL DESCRIPTION EXHIBIT A

Tract ID:

Tract Name: OIN PARCEL 384

Land Area	Land Area Name	Tract Number	LTRO	Region	Agency	Resources
011	ONEIDA OF NEW YORK		ANADARKO, OK	EASTERN REGIONAL OFFICE	NEW YORK LIAISON OFFICE	Both (Mineral and Surface)
Lot	Block	Sub Division	USS	State	County	Acres
99	99			NEW YORK	ONEIDA	.616

DESCRIPTION: LANDS OF ONEIDA INDIAN NATION, A SOVEREIGN INDIAN NATION, ONEIDA INDIAN NATION OF NEW YORK, BEING TAX MAP# 252.007-5-25, OIN Parcel 384; ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN OF VIENNA, COUNTY OF ONEIDA AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS: Beginning at a concrete monument standing on the nominal westerly highway boundary of Park Avenue, said concrete monument standing at the intersection of the nominal westerly highway boundary of Park Avenue with the southerly boundary of Edward R. Stewart, Jr. and Leslie E. Stewart (Now or Formerly) as described in a deed filed in the Oneida County Clerk's Office in Liber 2174 of Deeds at Page 161; thence S 14°45' 00" W 172.00 feet along the westerly highway boundary of Park Avenue to a point standing on the northerly boundary of Ontario Realty, Inc. (Now or Formerly); thence N 75° 15' 00" W 158.08 feet along the northerly boundary of Ontario Realty, Inc. and also along the northerly boundary of other lands of Ontario Realty, Inc. (Now or Formerly) to a point standing on the easterly boundary of the Village of Sylvan Beach (Now or Formerly); thence N 14°44' 10" E 130.00 feet along the easterly boundary of the Village of Sylvan Beach to a point standing on the southerly boundary of other lands of the Village of Sylvan Beach (Now or formerly); thence S75° 15' 00" E 3.11 feet along the southerly boundary of other lands of the Village of Sylvan Beach to a point standing on the easterly boundary of other lands of the Village of Sylvan Beach; thence N 14°45' 00" E 42.00 feet along the easterly boundary of other lands of the Village of Sylvan Beach to a point standing on the southerly boundary of Stewart; thence S75° 15' 00" E 150.00 feet along the southerly boundary of Stewart to the point and place of beginning. Totaling 0.616 acres, more or less.

WDAEAQ1



Office Codes: B.S.51.011 AD Number: 4200196806 Case: 38386



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Bill Tylutki ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

May 2, 2022

FN 20 22-179

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501
RE: Public Hearing Request for 2022 Agricultural District Open Enrollment

Dear Mr. Billard,

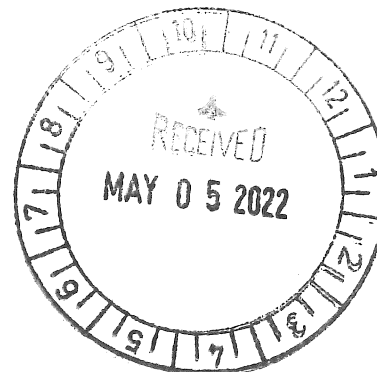
The Farmland Protection Board is requesting a Public Hearing for 2022 Agricultural District Open Enrollment. Pursuant to that request, please prepare a docket scheduling a public hearing for Monday June 27th 2022 at 7:00 P.M. at Kirkland Town Hall, 3699 State Route 12B Clinton, NY 13323

Please place on the appropriate agenda for action by the Board at their next meeting on June 8th, 2022.

Respectfully submitted,

Brymer Humphreys, Chairperson
Oneida County Farmland Protection Board

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC





ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Bill Tylutki ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

FN 20 22-180

May 2, 2022

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

RE: Public Hearing Request for 2022 Open Enrollment State Environment Quality Review

Dear Mr. Billard,

The Farmland Protection Board is requesting a Public Hearing for 2022 Agricultural District Open Enrollment State Environmental Quality Review. Pursuant to that request, please prepare a docket scheduling a public hearing for Monday June 27th 2022 at 7:00 P.M. at Kirkland Town Hall, 3699 State Route 12B, Clinton, NY 13323.

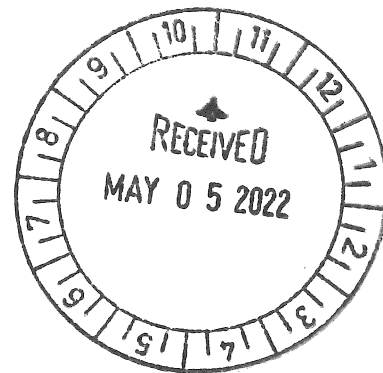
Please place on the appropriate agenda for action by the Board at their next meeting on June 8th, 2022.

Respectfully submitted,

Brymer Humphreys

Brymer Humphreys, Chairperson
Oneida County Farmland Protection Board

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC



Oneida County Farmland Protection Board * C/O Cornell Cooperative
Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Bill Tylutki ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

FN 20 22-121

May 2, 2022

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

RE: Public Hearing Request for Agricultural District 5 (Towns of Kirkland, New Hartford, Westmoreland and Whitestown)

Dear Mr. Billard,

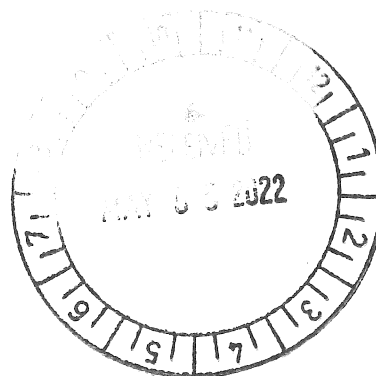
The Farmland Protection Board is requesting a Public Hearing for 2022 Agricultural 5 for the Towns of Kirkland New Hartford, Westmoreland and Whitestown. Pursuant to that request, please prepare a docket scheduling a public hearing for Monday June 27th 2022 at 7:00 P.M. at Kirkland Town Hall, 3699 State Route 12B Clinton, NY 13323

Please place on the appropriate agenda for action by the Board at their next meeting on June 8th, 2022.

Respectfully submitted,

Brymer Humphreys, Chairperson
Oneida County Farmland Protection Board

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC





ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Bill Tylutki ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George
Joseph

May 2, 2022

FN 20 22-182

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

RE: Public Hearing Request for 2022 Agriculture District 5 (Towns of Kirkland, New Hartford, Westmoreland and Whitestown) State Environment Quality Review

Dear Mr. Billard,

The Farmland Protection Board is requesting a Public Hearing for 2022 Agricultural District 5 State Environmental Quality Review. Pursuant to that request, please prepare a docket scheduling a public hearing for Monday June 27th 2022 at 7:00 P.M. at Kirkland Town Hall, 3699 State Route 12B, Clinton, NY 13323.

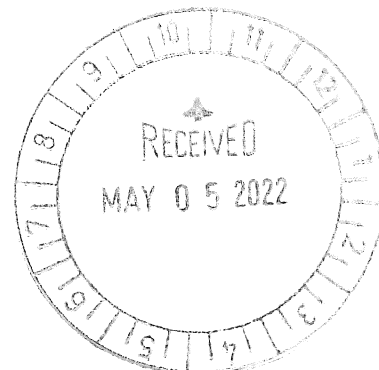
Please place on the appropriate agenda for action by the Board at their next meeting on June 8th, 2022.

Respectfully submitted,

Brymer Humphreys

Brymer Humphreys, Chairperson
Oneida County Farmland Protection Board

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC



Oneida County Farmland Protection Board * C/O Cornell Cooperative
Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
County Office Building ~ 800 Park Avenue ~ Utica, NY 13501

May 4, 2022

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

FN 20 22-183

HEALTH & HUMAN SERVICES

WAYS & MEANS

RE: Age Friendly Resolution

Dear Mr. Picente:

Oneida County through its Office for the Aging was officially designated as an Age Friendly Community by the World Health Organization and AARP in 2016 following commitment to facilitate the Livable Community planning process. This initiative resulted in series of activities used to identify community needs and gain input from stakeholders, including older adults, to create a planning document to be used to community-wide for the next several years.

The Livable Community Project, led by Oneida County was comprised of several key partners including, the Parkway Center, the Community Foundation of Herkimer and Oneida Counties, and the Health Foundation of Western and Central New York. A steering committee comprised of County Department Heads and many other community based senior organizations and their members was instrumental to identify gaps, priorities, and solutions essential to enhancing the livability for local residents of all ages.

The final phase of this initiative to ensure ongoing commitment and focus on the eight domains of livability is the adoption of the attached age friendly resolution. The resolution codifies many of the activities involved the planning process including steering committee recommendations, countywide survey results, and various focus group findings. As the month of May, known as Older Americans Month, annually recognizes the needs and values of older adults nationwide, this resolution confirms that Oneida County values health across all polices and the needs of persons of all ages, with particular emphasis on older adults.

I respectfully request your review of the age friendly resolution and to bring it forward to the Board of Legislators should it meet your approval.

Sincerely,

Michael J. Romano,
Deputy Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 5-4-22

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

April 20, 2022

FN 20 22 - 184

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Integrated Community Alternatives Network, Inc. (ICAN) (contract 158025)

Dear Mr. Picente:

I am submitting an amended Purchase of Services Agreement with Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.) for review and approval by the Board of Legislators.

This amendment incorporates the additional grant funding the County received for the provision of an additional street outreach worker to the current street outreach program. The worker will perform street outreach in Oneida County and effectively engage homeless individuals and families who might not otherwise access services.

The term of the amended Agreement is from October 1, 2020 through September 30, 2022. This program is 100% funded by a grant with no cost to the county. The cost of this Agreement will not exceed \$173,612.00.

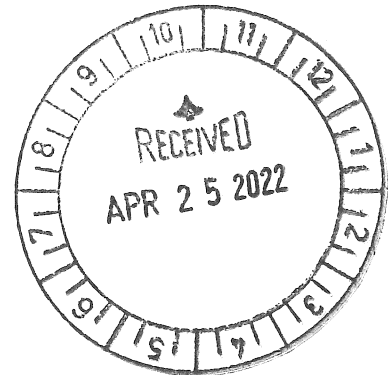
I request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/mk
Attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-25-22

#23809

Oneida Co. Department Family and Community Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Integrated Community Alternatives Network, Inc.
(formerly Kids Oneida, Inc.).
310 Main Street
Utica, New York 13501

Title of Activity or Services: Street Outreach--Emergency Solutions Grant COVID

Proposed Dates of Operations: October 1, 2020 through September 30, 2022

Client Population/Number to be Served: Individuals and families homeless on the streets

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This will provide the Contractor an additional street outreach worker to a current street outreach program. Contractor will provide information, referral services, and supplemental resources, to individuals and families in homeless settings to enable them to take the steps necessary to become housed and integrated into the community.

2). Program/Service Objectives and Outcomes

These funds will perform street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County and effectively engage homeless individuals and families who might not otherwise access services.

3). Program Design and Staffing Level

A full-time street outreach worker will be overseen by the Director of Transitional Services.

Total Amount: \$173,612.00

Oneida County Dept. Funding Recommendation: Account# A6070.49551

Proposed Funding Source (Federal \$ / State \$ / County \$): Funded through an Emergency Solutions Grant COVID through the Federal Housing and Urban Development Agency (HUD) CARES Act; Oversight through New York State Office of Temporary and Disability Assistance (OTDA).

Cost Per Client Served:

Past Performance Served:

O. C. Department Staff Comments: This grant was initially for one year; the County has received additional grant funding for this service.

AGREEMENT

THIS IS AN AMENDMENT of an **AGREEMENT**, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter called the County), through its Department of Family Community Services' (DCFS) Department of Social Services (hereinafter called the Department), and Integrated Community Alternatives Network, Inc., a domestic not-for-profit corporation as defined in Section 102(a)(5) of the New York Not-For-Profit Corporation Law, having its principal offices at 310 Main Street, Utica, New York (hereinafter referred to as the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WITNESSETH

WHEREAS, the Contractor agrees to provide street outreach to individuals experiencing homelessness and services for specified persons for fees as enumerated in the Original Agreement (county contract 161042), hereinafter referred to as the "Original Agreement." A copy of the Original Agreement is attached hereto as Exhibit "A." The Original Agreement was in effect from October 21, 2020 through September 30, 2021; and

WHEREAS, the County has received an additional Emergency Solutions Grant (hereinafter, the "Grant") from the New York State Office of Temporary and Disability Assistance ("OTDA"); to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impact of the coronavirus pandemic; and

WHEREAS, the coronavirus pandemic has not subsided; and

WHEREAS, the Contractor performs street outreach to individuals experiencing homelessness in Oneida County, and in such outreach, provides information, referral services and resources to persons and families experiencing homelessness to enable them to take the steps necessary to become housed and integrated into the community (Contractor's services are hereinafter called the "Program"); and

WHEREAS, the Contractor's Program can assist the County to achieve the goals of the Grant; and

WHEREAS, the Original Agreement allowed the Parties to negotiate additional terms and/or modify the terms if the County were to receive additional Grant funds; and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement regarding the following provisions,

#23809

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. Paragraph II (A) of the Original Agreement shall be amended to read as follows:

This Agreement shall commence October 1, 2020 and continue through September 30, 2022, unless otherwise terminated as provided herein.
2. Paragraph IV (C) of the Original Agreement shall be amended to read as follows:

Total payment from the County to the Contractor for the term of this Agreement shall not exceed \$173,612.00.
3. Exhibit A of the Original Agreement, which is the Contractor's Program Budget, shall be replaced with Exhibit B that is attached hereto and made a part hereof.
4. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year on first written below.

Date: _____

Oneida County: _____
Anthony J. Picente, Jr., County Executive

Date: 4/22/22

Oneida County Department of
Family and Community Services: _____
Colleen Fahy-Box, Commissioner

Date: _____

Integrated Community Alternatives Network, Inc.: _____
Steven Bulger, Executive Director

Approved: _____
Kimberly A. Kolch, Assistant County Attorney

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, by and through its Department of Family and Community Services ("Department"), having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter collectively referred to as the "County"), and Integrated Community Alternatives Network, Inc., a domestic not-for-profit corporation as defined in Section 102(a)(5) of the New York Not-For-Profit Corporation Law, having its principal offices at 310 Main Street, Utica, New York (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County applied for and has received an Emergency Solutions Grant ("Grant") awarded by the New York State Office of Temporary and Disability Assistance ("OTDA"), said Grant funding to be used to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impact of the coronavirus; and

WHEREAS, the Contractor performs street outreach to individuals experiencing homelessness in Utica, Rome, and elsewhere in the County, such outreach provides information, referral services and resources to persons and families experiencing homelessness to enable them to take the steps necessary to become housed and integrated into the community ("Program"); and

WHEREAS, the Contractor's Program can assist the County to achieve the goals of the Grant; and

WHEREAS, the County desires to make a sub-grant to the Contractor in the amount of \$85,556.00 to perform the functions described herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. SCOPE OF SERVICES

- A. The Program shall provide one (1) full time Street Outreach Worker who shall:
1. Identify persons and families who are homeless or living in unsheltered situations (car, streets, abandoned buildings, out in the woods, etc.) as well as persons and families who are homeless and present at a local homeless shelter, drop-in center or soup kitchen ("Clients").
 2. Take referrals from the Department's after-hours emergency line and provide direct assistance to Clients, including referrals to emergency shelters and assistance with any application necessary for admission to such shelters.

3. Provide information to Clients about the various housing resources available.
4. Provide referrals for Clients to access community services or facilities that would assist to stabilize Clients' general health or well-being, including but not limited to, medical attention, food, clothing, hygiene, laundry, and mental health and/or substance abuse education and treatment.
5. Help to resolve issues caused by lack of proper identification (i.e. birth certificate, photo identification or social security card) by assisting Clients with the application process.
6. Provide assistance to Clients in applying for services, benefits, and housing when appropriate and assist in obtaining income verification if necessary.
7. Assist Clients to address underlying causes of homelessness and acquire resources to acquire housing, when appropriate.
8. Provide Clients with vouchers for motel lodging, transportation and food to meet Clients' immediate needs when the Street Outreach Worker deems it appropriate.
9. Collaborate with the Utica/Rome/Oneida County Continuum of Care's ("COC") Coordinated Entry Specialist to assess Client prioritization and referral to rental assistance and housing programs.
10. Attend meetings both with the Department and in the community to address issues surrounding the homeless population, case conferences, and training workshops as needed to adequately perform the services described herein.
11. Know and comply with all U.S. Department of Housing and Urban Development ("HUD") regulations applicable to performance of the services described herein.
12. Report all incidences of elder and child abuse observed while performing outreach.

B. The Contractor shall:

1. Maintain complete Client records, daily activity logs, mileage logs and other reports as the Department may request to meet Grant requirements.
2. Work in close partnership with the Mohawk Valley Housing and Homeless Coalition Planning Office. This includes participating actively in Mohawk Valley Housing and Homeless Assistance Coalition Plenary and Committee meetings.
3. Follow safety protocols for community street outreach and shall research and implement best practices for same.

4. Perform required data entry into the Homeless Management Information System Database ("HMIS").
5. Ensure quarterly and performance reports are submitted to the HMIS Administrator, OTDA and the County's Homeless Coordinator as necessary to comply with Grant terms and federal and state regulations. The Contractor shall work in collaboration with the Oneida County Planning Department to ensure all Grant reporting requirements are met.
6. Comply with all applicable provisions of the American with Disabilities Act of 1990, the Americans with Disabilities Act Amendments Act of 2008, and any federal, state, and local law, rule or regulation which governs the services described herein, including Fair Housing and Civil Rights Laws.
7. Allocate funds in compliance with the Program Budget, a copy of which is provided as Exhibit "A" and is incorporated by this reference as if fully recited herein. The Contractor understands that the Program Budget was submitted with the County's Grant application and the Contractor has indicated its acceptance of the Program Budget terms as well as its willingness to abide by same, including staffing and distribution of voucher requirements. If the Contractor after evaluation of community needs determines a redistribution of funds is warranted, the Contractor shall meet with the Oneida County Department of Social Services Deputy Commissioner of Finance or her designee for prior review and approval of any requested change.

II. AGREEMENT TERM

- A. This Agreement shall commence October 1, 2020 and continue through September 30, 2021, unless otherwise terminated as provided herein.
- B. The parties may negotiate additional terms and/or modify the conditions of this Agreement in the event the County is awarded further Grant funds.

III. EXPENDITURES

All expenditures of funds must be spent by September 20, 2021 and must be consistent with the Program Budget.

IV. PAYMENT

- A. Payment shall be issued in monthly installments upon submission of a County voucher and data necessary to determine satisfactory performance of this Agreement.

B. Each voucher shall detail charges consistent with the Program Budget and be documented by sufficient, competent and evidential matter including equipment purchases, dates of service, activities, and hours worked for the time period captured in the voucher.

C. Total payment from the County to the Contractor for the term of this Agreement shall not exceed \$85,556.00.

V. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services described herein. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County and in compliance with all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

C. The Contractor acknowledges and agrees that the Contractor and its Assistances have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

VI. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not be reason thereof, make any claim, demand or application to or for any right or privilege application to an officer or employee of the County.

B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the

general public as a regular course of business. The Contractor and the County agree that the Contractor is free to continue to make its services available to the public.

C. The Contractor's Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

E. The Contractor shall be paid pursuant to IRS form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance, where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

G. If the Internal Revenue Services, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the contractor shall have the right to participate in any conference, discussion or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

VII. TERMINATION OF FUNDING BY THE COUNTY

A. The County, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if:

1. The County is notified that local, state or federal funds are unavailable for these services;
2. The County is not satisfied with the quality of the Contractor's work or the progress toward achieving the objectives of the Grant;
3. The County determines that the Contractor is incapable of completing the services;

4. The Contractor fails to meet the conditions set forth in this Agreement; or
5. The Contractor dissolves, goes out of business, or otherwise ceases to operate.

B. If the funding is terminated prior to the end of the Agreement term, the Contractor shall:

1. Provide the County with a full accounting of the receipt and the disbursement of the Grant funds for services rendered through the effective date of termination; and
2. Repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination.

VIII. INDEMNIFICATION

The County is a funding source only and does not participate in or direct the Program or any of the activities or services of the Contractor. Accordingly, the Contractor understands and agrees that the County, its directors, officers, employees, and agents shall not be liable for any of the Contractor's contracts, torts, or other acts or omissions, or those by the Contractor's directors, officers, members, employees, or Program participants. The Contractor understands and agrees that the County's insurance policies do not extend to or protect the Contractor, nor the Contractor's directors, officers, members, staff, or Program participants. The Contractor understands and agrees that the County will not provide any legal defense for the Contractor or any such person(s) in the event of any claim against any or all of them. The Contractor shall indemnify and hold the County, its directors, officers, employees, and agents harmless from all liability, including, but not limited to, the costs of defense from the contracts, torts, or other acts or omissions of the Contractor, its employees, directors, officers, employees or other of the Contractor's partners in any way connected with any activity of the Contractor, including, but not limited to, the services described herein. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

IX. NON-DISCRIMINATION

The Contractor agrees that in providing the services under this Agreement, the Contractor's Assistants shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies or procedures concerning access to the Program or other services described herein.

X. INSURANCE

A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

- a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- b. Abuse and Molestation coverage must be included.
- c. The County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

2. Workers' Compensation and Employer's Liability at New York statutory limits.

3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.

- a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- b. The County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

B. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, and Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

XI. CHOICE OF VENUE


If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

XII ENTIRE AGREEMENT

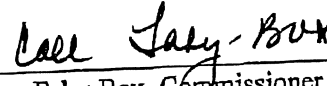
The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel or supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

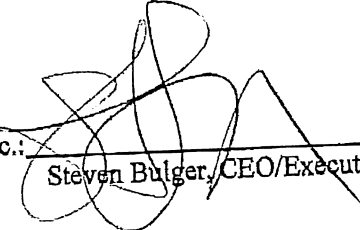
Date: 11/16/20

Oneida County: 
Anthony J. Picente, Jr., County Executive

Date: 11/11/20

Department of Family and Community Services: 
Colleen Fahy-Box, Commissioner

Date: 11/04/2020

Integrated Community Alternatives Network, Inc.: 
Steven Bulger, CEO/Executive Director

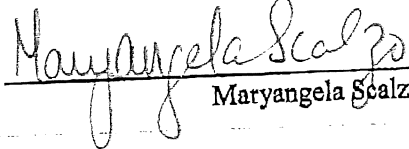
Approved: 
Maryangela Scalzo, Assistant County Attorney

EXHIBIT A
Program Budget

OUTREACH	AMOUNT
1 FTE STREET OUTREACH WORKER	\$40,000.00
FRINGE	\$14,000.00
MOTEL VOUCHERS	\$16,000.00
TAXI VOUCHERS	\$4,230.00
FOOD VOUCHERS	\$4,230.00
ADMINISTRATION	\$7096.00

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of INTEGRATED COMMUNITY AGENTS NETWORK (the
Name of Contract Agency

"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

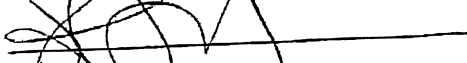
I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name:

STEVE PULLER

Signature:




Title:

CEO/EXECUTIVE DIRECTOR

Date:

11/04/2020

Witness:



APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

**(e)* If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

**(f)* The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list; the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

INTEGRATED Community ALTERNATIVES NETWORK
NAME OF CONTRACTED AGENCY

STATE POLICE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE

10/4/2020
DATE

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
- iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044

April 27, 2022

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 22-185

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State Office of Children and Family Services in the amount of \$ 230,297.00. These funds will be used to support Day Care Registration. This Grant has a Contract period of January 1, 2022 through December 31, 2022.

This grant provides funding for the program that will recommend Registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application. The Program will provide technical assistance to potential and current providers regarding application and regulations. The Program will provide regular scheduled orientation throughout Oneida County and complete an inspection /investigation on registered homes in response to a complaint, request by provider for additional school age children, or for failure to meet training requirements. It will also complete 50% annual random inspections on existing providers, as well as respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations; renewal registration; complaint investigations; safety assessments; inspections; on-site registration; and, case and management review.

I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 5-5-22

CFB/tms
attachment

#29203

Oneida Co. Department of Family and Community Services
Competing Proposal _____

Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: New York State Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Day Care Registration

Proposed Dates of Operations: January 1, 2022 through December 31, 2022

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This grant provides funding for the program that will recommend Registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application. The Program will provide technical assistance to potential and current providers regarding application and regulations. The Program will provide regular scheduled orientation throughout Oneida County and complete an inspection /investigation on registered homes in response to a complaint, request by provider for additional school age children, or for failure to meet training requirements. It will also complete 50% annual random inspections on existing providers as well as respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

2). Program/Service Objectives and Outcomes

- The program objectives include increasing the number of Registered Family Day Care & School Age Day Care homes throughout Oneida County and ensuring through the Inspection process that they meet the standards set forth in the NYS Regulations.
- Outcome measurements include performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

3). Program Design and Staffing Level -

Total Grant Amount:\$ 230,297.00

Mandated or Non-Mandated – Mandated

Oneida County Dept. Funding Recommendation: A4655 - 100% funds through New York State Office of Children and Family Services

Federal	100%
State	0%
County	0%

Cost Per Client Served:

Past performance Served: The Contractor has provided this service since 1992 the Department is a pass through as the contractor has direct State oversight.

O.C. Department Staff Comments:

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25000

MOU: 2315

Period: 1/01/2022 to 12/31/2022

Funding Amount for Period \$230,297.00

This MOU is funded with non-Federal funds only

This MOU is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information)

OCFS has determined that the Contractor is NOT a sub recipient

OCFS has determined that the Contractor is a sub recipient

The Federal Funds for this contract are from CFDA Number(s): **93-575**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and **Oneida County Department of Social Services** (hereinafter referred to as the CONTRACTOR), for modification of MOU 2315, as amended in attached Appendix(ices) **C, C-1, and D.**

All other provisions of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE	STATE AGENCY
Contractor: <u>Oneida County Department of Social Services</u>	Office of Children and Family Services
By:	By:
Printed Name:	Printed Name: Derek J. Holtzclaw
Title:	Title: Deputy Commissioner for Administration
Date:	Date:
	<p><u>State Agency Certification</u></p> <p>"In addition to the acceptance of this mou, I also certify that original copies of this signature page will be attached to all other exact copies of this mou."</p>

MUNICIPAL CORPORATION:

STATE OF NEW YORK

SS.:

County of _____)

On the _____ day of _____, 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____, of the _____, the municipal corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the governing board of said municipal corporation.

_____ (Notary)

My Commission expires: _____

Appendix C-1
Standard Performance Levels
Payment Schedule

CONTRACTOR Name: Oneida
CONTRACT Period: 01/01/22 to 12/31/22

\$57,574.25, per quarter will be paid to the Contractor, for a maximum of four (4) quarters, not to exceed the Maximum Funding Amount for the contract period of \$230,297.00, for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Appendix C-1. A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether a Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Contractor in writing of the Office's approval of any such waiver request, or shall notify the Contractor of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care will include a renewal inspection as required by regulation. The Quarterly

Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level –Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days of receipt of the complaint. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Annual Inspections

The Contractor will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirements

The Contractor will process completed reviews of mid-point documentation, including providing providers with all appropriate notifications regarding the mid- point requirements. The Contractor will conduct mid-point inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for mid-point requirements for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the Quarterly Standard Performance Level for mid-point requirements is not met each quarter, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review

For on-site case review, the Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point

requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Contractor shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

The management review will include a review of other documentation to determine whether identified registration/licensing staff have: participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Contractor will report to the Office the evidence of risk-based assessment outcomes for identified programs, if applicable. In addition, the Contractor will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level– Approved Staffing Plan

The Contractor will maintain the Office-approved Contractor staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the Contractor of the registration/licensure and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective

DCCS Regional Office Manager. The Contractor will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly on-site case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The Quarterly Standard Performance Level for approved staffing plan for an acceptable level of compliance is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. Performance will be assessed by DCCS based upon the quarterly on-site case and management review. If 100% of the previous quarter's Quarterly Standard Performance Level for approved staffing plan is not met, not counting vacancies that are less than five months old at the end of the quarter, 10% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

DESIGNATED PAYMENT OFFICE

Program Office: Division of Child Care Services

Program Area: Contract Unit

Address: 52 Washington Street

South Building, Room 309

Rensselaer, New York 12144

APPENDIX D

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
DIVISION OF CHILD CARE SERVICES

1. PROJECT TITLE : REGISTRATION
2. TYPE OF APPLICATION: NEW CONTINUATION AMENDMENT
3. AMOUNT OF FUNDS REQUESTED: \$ 230,297.00
4. PROJECT PERIOD: 1/01/2022 to 12/31/2022
5. ORGANIZATIONAL NAME & ADDRESS:
Oneida County Department of Social Services
800 Park Ave.
Utica, New York 13501 Tel #: (315) 798 5733
6. CONTACT NAME: Mary Kernan
TITLE: Contract Administrator
PHONE: (315) 798-5058
E-MAIL ADDRESS: MKernan@ocgov.net
7. INDIVIDUAL(s) AUTHORIZED TO SIGN FOR APPLICANT:
PRIMARY NAME: Colleen Fahy-Box PHONE# (315)798-5733
PRIMARY TITLE: Commissioner
SECONDARY NAME: Anthony J. Picente, Jr. PHONE# ()
SECONDARY TITLE: Oneida County Executive
8. NAME OF PROJECT DIRECTOR: Philip Martini
TITLE: Employment Director
PHONE: (315) 798-5839
LOCATION ADDRESS: 800 Park Ave, Utica, New York 13501
E-MAIL ADDRESS: Philip.martini@dfa.state.ny.us
9. INDIVIDUAL TO WHOM PAYMENT SHOULD BE DIRECTED:
NAME: Jennifer Cuda
TITLE: Director of Administrative Services
PHONE: (315) 798-5082
LOCATION ADDRESS: 800 Park Avenue, Utica, New York 13501
E-MAIL ADDRESS: Jcuda@ocgov.net
- A. MUNICIPALITY NUMBER : 300100000
- B. CHARITABLE REGISTRATION NUMBER: Exempt
- C. DUNS# 075814186

10. Agreement:

It is understood and agreed to by the applicant that: (1) Funds granted for this project will be used only for the conduct of the project as approved. (2) the grant may be terminated in whole, or in part, by the Office. Such termination shall not affect obligations incurred under grant prior to the effective date of such termination. (3) When funds are advanced, any unexpended balance at the end of the approval period will be returned. (4) Any significant revision of the approved project proposal will be requested in writing by the grantee prior to enactment of the change. (5) Progress reports will be submitted as required by the Office. The final program and financial reports will be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to the Office for audit purposes. (6) All reports of investigations, studies, publications, etc. made as a result of this proposal will acknowledge the support provided by Office. (7) All personal information concerning individuals served or studies conducted under the project is confidential and such information may not be disclosed to unauthorized persons. (8)The Office reserves a royalty free non-exclusive license to use and authorize others to use all copyrighted material resulting from this project.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the grant is received.

Signature of Official Authorized to Sign for Applicant

Date

Anthony J. Picente, Jr. Oneida County Executive

Name and Title (typed)

PROJECT SUMMARY

Oneida County Department of Social Services will utilize a subcontractor to conduct the Day Care Registration and Inspection services. The program will recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. Program will provide technical assistance to potential and current providers regarding application and regulations. Program will provide regularly scheduled orientation throughout Oneida County. Program will complete an inspection/investigation on registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process and resolve initial registration/licensing applications within six (6) months of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of Family and School- Age Child Care registrations will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level –Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data

from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care and School Age Child Care programs and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirement

The Contractor will process and resolve completed reviews of Mid-Point documentation including providing providers with all appropriate notifications regarding the Mid-Point Requirement. The Contractor will conduct Mid-Point inspections for Family Day Care and School Age Child Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for the Mid-Point Requirement for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point inspections is not met each quarter, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews. The case review will include a review of a sample of case files regarding initial applications, renewal applications, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications

is given to providers and parents, where applicable, within the required time frames; each facility has the necessary active fingerprint files and are entered into CCFS upon receipt; inspections are conducted, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The management review will also include a review of other documentation to determine whether: registration staff have participated in training as required by the Office related to the performance of registration/licensing (where licensing applicable) duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. The approved quarterly registration/licensing (where licensing applicable) case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Approved Staffing Plan

The Contractor staffing plan, including the percentage of time each staff works on the project, which has been approved by the Office and is maintained during the quarter. In addition, the Office's respective DCCS Regional Office Manager and Local Department of Social Services is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a three-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS and Local Department of Social Services with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

Agency: Oneida County Department of Social Services

Period: January 1, 2022 – December 31, 2022

**APPENDIX B
Budget Summary Form**

✦ The purpose of this form is to document the preliminary budget for the proposed program.

Expense Category	Requested OCFS Funds*	Total Cost
A. Personal Services		
1. Personnel	\$0	\$0
2. Fringe Benefits	\$0	\$0
3. Total (Lines 1 + 2)	\$0	\$0
B. Non-Personal Services		
4. Contractual/Consultant	\$230,297	\$230,297
5. Staff Travel/Per Diem	\$0	\$0
6. Equipment	\$0	\$0
7. Supplies	\$0	\$0
8. Other Expenses	\$0	\$0
9. Total (Total Lines 4 to 8)	\$230,297	\$230,297
C. Project Total (Lines 3 + 9)	\$230,297	\$230,297

✦

Due to Excel rounding the budget amounts (cents are calculated but not indicated in the budget lines), the totals may appear incorrect. This is resultant from individual totals rounding in a manner that they do not offset each other evenly thereby causing the totals to appear incorrect - albeit, if the cents were included in each line, the totals would sum correctly. OCFS will accept [rounded] budget line totals within a five dollar (\$5.00) range.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

April 26, 2022

FN 20 22-186

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Third Renewal between Oneida County, through its Department of Family and Community Services, and The Lutheran Home of Central New York, Inc., for your review and approval. If this Third Renewal meets with your approval, please forward to the Board of Legislators for further consideration.

This Third Renewal is for the provision of Social Adult Day Care Services and will continue to provide community based long term care services to the frail and elderly and assist old consumers to delay or divert nursing home placement. The total amount of this Third Renewal is \$72,000.00, with 75% State (\$54,000.00) and 25% County (\$18,000.00) funds. This Third Renewal commences January 1, 2022 and terminates December 31, 2022.

I am available at your convenience to answer any questions you may have regarding this Third Renewal.

Sincerely,

Michael J. Romano
Deputy Commissioner

MJR/md

Enclosure

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 5-5-22

Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Lutheran Home of Central New York, Inc.
108 Utica Road
Clinton, New York 13323

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2022 through December 31, 2022

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services

Social Model Adult Day Services is a structured five-hour, five-day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, needing assistance in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes:

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, and other appropriate activities
- To provide maintenance and enhancement of daily living skills, caregiver assistance, and transportation.

3) Program Design and Staffing

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Total Funding Requested: \$72,000.00 **Account #:** A6772.495.116

Oneida County Dept. Funding Recommendation: \$72,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$):
Federal: 0% (\$0) State: 75% (\$54,000.00) County: 25% (\$18,000.00)

Cost Per Client Served: \$75.00 per client per five-hour day

Past Performance Data: Lutheran Homes of Central New York has been providing services to Oneida County for several years.

O.C. Department Staff Comments: Contractor monitored regularly for compliance. All federal, state, and local program standards set forth by NYSOFA and Oneida County OFA/OCC are met.

THIRD RENEWAL

~~This Third Renewal made and entered into by and between The Lutheran Home of Central~~
New York, Inc., a domestic not-for-profit corporation with its principal offices located at 108 Utica Road, Clinton, New York 13323, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its **Department of Family and Community Services**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "**COUNTY**," all parties to the Third Renewal hereinafter collectively known as the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** and the **CONTRACTOR** entered into an agreement whereby the **CONTRACTOR** provides services to Oneida County residents, hereinafter referred to as the "Original Agreement," (**COUNTY** contract number 75228), a copy of which is attached hereto as Exhibit "A". The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included a provision that allows the **COUNTY** to renew the agreement for an additional four (4) one-year terms; and

WHEREAS, the **COUNTY** desires the **CONTRACTOR** to continue to provide the services and the **CONTRACTOR** is willing and able to perform;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The Original Agreement shall be renewed for a term of January 1, 2022 through December 31, 2022 under the all the same terms and conditions, except for the following term, which shall be modified as written below.


2. Paragraph 5(D) of the Original Agreement shall be modified as follows:


The total reimbursement paid by the **COUNTY** to the **CONTRACTOR** for Services provided under this Third Renewal shall not exceed seventy-two thousand dollars (\$72,000.00).

3. All other terms of the Original Agreement not herein modified shall remain in effect in this Third Renewal without change or alteration.

IN WITNESS WHEREOF, the County and the Contractor have signed this Third Renewal on the date respectively stated.

The Lutheran Home of Central New York, Inc.

By:  Date: April 7, 2022
~~Michael Swenson, CEO~~
Jeremy Rutter, MPA, HSE - President/CEO
Department of Family and Community Services

By:  Date: 5/2/22
Michael J Romano, Deputy Commissioner

County of Oneida

By: _____ Date: _____
Anthony J. Picente, Jr., County Executive

Approved by: _____
Maryangela Scalzo, Esq.

AGREEMENT

This **AGREEMENT** ("Agreement"), by and between **COMMUNITY WELLNESS PARTNERS, INC.** through its affiliate **THE LUTHERAN HOME OF CENTRAL NEW YORK, INC.**, a subsidiary of **LUTHERAN CARE CHARITABLE NETWORK, INC.**, each being a domestic not-for-profit corporation located at 108 Utica Road, Clinton, New York 13323 (hereinafter collectively known as the "**CONTRACTOR**"), and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with its principle place of business and offices located at 800 Park Avenue, Utica, New York 13501 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York 13424 (hereinafter collectively known as the "**COUNTY**").

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging (AOA)-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/Senior Health Insurance Program (SHIP), and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

The term and conditions of this Agreement shall commence **January 1, 2019** and terminate **December 31, 2019**.

2. **AGREEMENT RENEWAL**

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for an additional four (4) one-year terms.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

3. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall, as part of the terms and conditions of this Agreement, comply with the State of New York's Social Adult Day Care Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR 6654.20).

B. The **CONTRACTOR** shall provide Social Adult Day Care Services and PCA Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services pursuant to New York State laws, rules and regulations, including

1. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
 - i. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

- ii. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psychosocial impairment.
- iii. "Nutrition" means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the COUNTY; and offering snacks and liquids for all Consumers at appropriate times.

2. 18 NYCRR §505.14 and any New York State Department of Health regulations promulgated thereunder for PCA Level II Services (PCAII).

E. The **CONTRACTOR** agrees that all Consumers shall receive Services only in accordance with an individualized **written** service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. The **CONTRACTOR**, upon approval of the **COUNTY**, shall provide PCAII services to Consumers when indicated in their care plan.

G. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.

G. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.

H. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

I. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

4. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. The

CONTRACTOR shall be solely responsible for communications with the Consumer or the Consumer's caregiver in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services which are provided in accordance with the terms and conditions of this Agreement, CSEP, and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** fifteen dollars (\$15.00) per hour for each Consumer for each Consumer receiving Adult Day Care Services which shall include program, meals, and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at seven dollars fifty cents (\$7.50) per half hour when the Consumer is attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed seventy-five dollars (\$75.00) per Consumer, per day.

C. The **COUNTY** shall reimburse the **CONTRACTOR** twenty dollars (\$20.00) per hour for each Consumer that received PCAII services pursuant to this Agreement.

D. The total reimbursement paid by the **COUNTY** to the **CONTRACTOR** for Services provided under this Agreement shall not exceed sixty-nine thousand five hundred dollars (\$69,500.00).

E. The **COUNTY** funds are contingent upon availability of state and County of Oneida funding; reimbursement shall be made in twelve (12) monthly installments upon submission

of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

F. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective Services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the Services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

6. **NO CLAIM FOR DAMAGE**

The **CONTRACTOR** shall make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

7. **EXPENSES**

The **CONTRACTOR** is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses.

8. **TRAINING**

The **CONTRACTOR** shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

E. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

G. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

12. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

13. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such Services, and to meet specific objectives established by the **COUNTY** for providing Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the

methods the COUNTY has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The CONTRACTOR shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The CONTRACTOR shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the Agreement with the COUNTY is for a program or service funded under the COUNTY'S Area Plan, the CONTRACTOR agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The COUNTY agrees to make the Area Plan available to the CONTRACTOR.

E. The CONTRACTOR agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the CONTRACTOR shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the COUNTY, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

14. **GRIEVANCE PROCEDURES**

The CONTRACTOR shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in APPENDIX B.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The CONTRACTOR shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as APPENDIX C.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Office for the Aging and Continuing Care funded Services. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded Consumer, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the **COUNTY** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

16. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting

form or out of the Services of the **CONTRACTOR** and its agents, servants, employees or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its Assistants, agents, servants, volunteers or employees, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its Assistants, officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants, employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

17. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants the **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. Business Automobile Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired,

and non-owned automobiles. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirement paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

18. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring Consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

19. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement

within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

21. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument.

22. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as **APPENDIX D**.

24. **CHOICE OF LAW/FORUM**

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

25. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representation, successors and assigns.

26. **NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

27. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

28. **AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

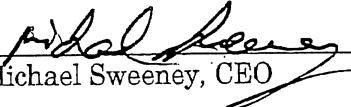
29. **ADVICE OF COUNSEL**

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

COMMUNITY WELLNESS PARTNERS, INC.

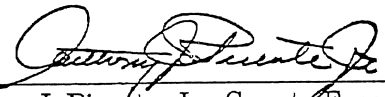


Michael Sweeney, CEO

2/1/19

Date

COUNTY OF ONEIDA

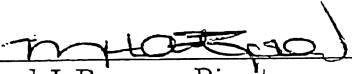


Anthony J. Picente, Jr., County Executive

3/18/19

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

2/7/19

Date

Approved:

By: 

Maryangela Scalzo, Assistant County Attorney

2/11/19

Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
 - b. OMB Circular A-95 (Clearinghouse Review)
 - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
 - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
 - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 - f. OMB Circular A-128 (Audits of State and Local Governments)
 - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
 - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
 - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
 - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
 - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
 - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
 - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
 - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
 - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
 - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
 - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
 - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
 - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B
Oneida County Office for the Aging
Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program.

For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made.

For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging

**Voucher Instructions
for Units of Service Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
 - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.
9. **Changes To The Budget** (including personnel):
 - ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local)

with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, NY 12240. Notice shall include the identification number(s) of
each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder

to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The

principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS")

website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the “use of tobacco” shall include:

- ~~i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;~~
- ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida; and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver

may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018



ONEIDA COUNTY
OFFICE OF WORKFORCE DEVELOPMENT

209 Elizabeth Street
Utica, NY 13501
Phone: (315)798-5908 Fax: (315)798-5909

ANTHONY J. PICENTE, JR.
County Executive

DAVID L. MATHIS
Director, Workforce Development

April 1, 2022

Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 20-187

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Office of Workforce Development has concluded the attached Revenue Agreement that has been reviewed is recommended for your signature.

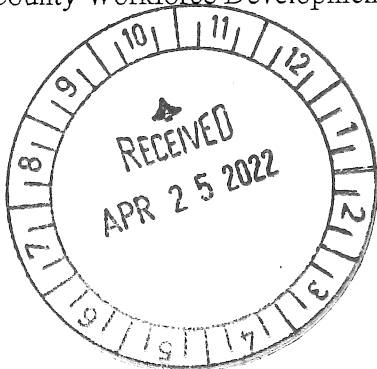
This Revenue Agreement is with Mohawk Valley Community College (MVCC) and provides the college with grant writer services in cooperation with my office. Under the scope of this Revenue Agreement, Workforce Development will provide MVCC with assistance in identifying and preparing available state and federal employment and training-related grants.

This Agreement will cover the period from September 1, 2021 to August 31, 2022, and we will receive a total of \$36,000 to provide these services.

We are hoping that this contract can be approved as part of our effort to work in partnership with MVCC for the betterment of our region. If there are questions regarding this contract, please contact my office. If you concur, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

David Mathis, Director
Oneida County Workforce Development



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 4/22/22

Oneida Co. Department: Workforce Development

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name and Address of Vendor: Mohawk Valley Community College
1101 Sherman Drive, Utica, New York 13501

Title of Activity or Services: Grant Writing Specialist Services

Proposed Dates of Operations: September 1, 2021 through August 31, 2022

Client Population/Number to be Served: Employment-related grant preparation for WIOA-eligible enrollees.

Summary Statements

- 1) **Narrative Description of Proposed Services:** Through this contract the Grant Writing Specialist will research and identify relevant funding sources, disseminate funding source information to college representatives, prepare and submit proposals to meet institution priorities and goal, and serve as an active member of a grants strategic team. The Grant Writing Specialist provides timely advice and information on funding opportunities, requirements and procedures. The Grant Writing Specialist also serves as a liaison between Oneida County Workforce Development grant efforts and MVCC. The Grant Writing Specialist reports to the Associate Vice President in coordinating efforts.
- 2) **Program/Service Objectives and Outcomes:** The agreement will assist the college and county in providing revenue to operate programs.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$36,000 **Account # J2388**

Oneida County Dept. Funding Recommendation: \$36,000

Proposed Funding Source: 100 % fully funded by Mohawk Valley Community College = \$36,000

Cost Per Client Served: N/A

Past performance Served: This program has proven to be a successful partnership between Oneida County Workforce Development and MVCC in helping to coordinate employment-related grants for eligible area job seekers.

COUNTY OF ONEIDA
OFFICE OF WORKFORCE DEVELOPMENT

MOHAWK VALLEY COMMUNITY COLLEGE

GRANT WRITER SERVICES

PY-2021

MVCC-GW-21-1

REV. ACCT. # J2388

This Agreement is entered into by and between the

MOHAWK VALLEY COMMUNITY COLLEGE, a local education institution established in the County of Oneida of the State of New York, with its offices and principal place of business located at 1101 Sherman Drive, Utica, New York 13501 (hereinafter referred to as MVCC), and

The COUNTY of ONEIDA, through its OFFICE OF WORKFORCE DEVELOPMENT, a governmental employment and training agency with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as OCWD).

WITNESSETH

WHEREAS, MVCC desires to add additional Grant Writing Services to its college functions, and

WHEREAS, MVCC desires to enter into an Agreement with OCWD to provide them with these services,

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. TERM. The term of this Agreement shall commence on the first (1st) day of September 2021 and expire on August 31, 2022.
2. THE WORK. OCWD agrees to perform the activities described in the Program Narrative of this contract (Exhibit A) attached hereto and made a part of this Agreement. Due to the nature of the work, i.e. grant proposals submitted on a competitive basis, OCWD makes no guarantee as to the funding approval and/or success of such proposals prepared by the Grant Writer under the terms of this Agreement.
3. COSTS. MVCC agrees to expend an amount up to, but not to exceed, THIRTY SIX THOUSAND DOLLARS (\$36,000) to be paid for allowable costs incurred in the performance of this Agreement. Payments from MVCC to OCWD in consideration of OCWD's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to MVCC.
4. MODIFICATIONS. All modifications to the scope, purpose, budget, or contract amount must be made by written amendment to this contract and signed by both MVCC and OCWD.
5. ANTI-DISCRIMINATION. No person, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under this Agreement.
6. PERSONNEL. OCWD warrants and represents that OCWD's Personnel will not hold themselves out as employees or agents of MVCC, nor seek to be treated as employees of MVCC for any purpose, including claims of entitlement to fringe benefits provided by MVCC, or for Workmen's Compensation income, disability income, social security taxes or benefits, federal unemployment compensation taxes, state unemployment insurance benefits or federal income tax withholding at source.
7. RESERVATION. All powers not explicitly vested in OCWD by this Agreement remain with MVCC.

8. STANDARD ADDENDUM. The Standard Addendum is attached as Exhibit B and made a part hereof.

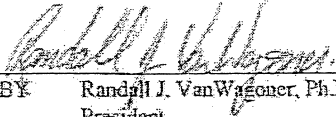
10. TERMINATION. Either MVCC or OCWD may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. Any termination is subject to the payment to OCWD of all reasonable costs expended to date of termination or refund by OCWD of unexpended and uncommitted funds advanced.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned, and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR: ONEIDA COUNTY

FOR: MOHAWK VALLEY
COMMUNITY COLLEGE

BY Anthony J. Picente, Jr.
Oneida County Executive

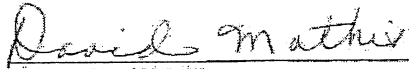
BY 
Randall J. Van Wagener, Ph.D.
President

4/18/22

DATE

DATE

FOR: ONEIDA COUNTY
WORKFORCE DEVELOPMENT


BY David Mathis
Director

4-19-2022
DATE

Approved:

BY Ellen S. Rayhill
Assistant Oneida County Attorney

DATE

EXHIBIT A
PROGRAM NARRATIVE

GRANT WRITER SERVICES
MVCC GW-21-01

The County of Oncida, through its Office of Workforce Development (OCWFD) has been asked by Mohawk Valley Community College (MVCC) to continue to provide it with grant writing services for the period 09/01/2021-08/31/2022.

Through this contract the Grant Writing Specialist will: Research and identify relevant funding sources, disseminate funding source information to college representatives, prepare and submit proposals to meet institution priorities and goals, serve as an active member of a grants strategic team, provide timely advice and information on funding opportunities, requirements and procedures, serve as a liaison between OCWD's grant efforts and MVCC, perform related duties as the need arises. The Grant Writing Specialist will report to the Associate Vice President of Workforce Development in coordinating efforts. MVCC will pay a lump sum of \$36,000 for the period covered.

OCWD warrants and represents that for the purposes of this Agreement neither the Grant Writing Specialist nor any other OCWD personnel, will hold themselves out as employees or agents of MVCC, nor seek to be treated as employees of MVCC for any purpose, including claims of entitlement to fringe benefits provided by MVCC, or for Workmen's Compensation income, disability income, social security taxes or benefits, federal unemployment compensation taxes, state unemployment insurance benefits or federal income tax withholding at source.

Due to the nature of the work, i.e. grant proposals submitted on a competitive basis, OCWD makes no guarantee as to the funding approval and/or success of such proposals prepared by the Grant Writing Specialist under the terms of this Agreement.

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Oneida County
Department of Information Technology
Oneida County Office Building • 800 Park Avenue • Utica, NY 13501

ANTHONY J. PICENTE, JR.
County Executive
CHUCK KLEIN
Director

April 19, 2022

FN 20 22-188

GOVERNMENT OPERATIONS

WAYS & MEANS

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Re: Oneida County Information Security Policy

Dear County Executive Picente:

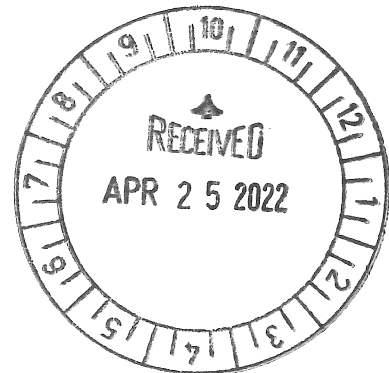
The current Information Security Policy was adopted on March 8, 2017. Since then, many changes within the Information Technology Department and Oneida County require this policy to need updating.

After consultation with Oneida County's Cyber Security partner, I put forth an updated document for your review and approval. Upon your approval, I respectfully ask you to forward this letter and updated policy to the Board of Legislators at their next scheduled meeting.

Respectfully submitted,

Chuck Klein
Director, Information Technology

enc:



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-22-22

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

May 18, 2022

Hon. Anthony J. Picente, Jr.
800 Park Avenue
Utica, New York 13501

FN 20 22-184

GOVERNMENT OPERATIONS

Re: Oneida County Nursing Mothers Policy

WAYS & MEANS

Dear County Executive Picente:

I am in the process of auditing all personnel policies adopted by the County for necessary changes due to statutory and regulatory changes, as well as for other discretionary matters and best practices for the County. Attached is a proposed revision to the Oneida County Nursing Mother's Policy that I recommend be adopted by Oneida County.

If you concur, I respectfully request that you forward this proposed policy to the Board of Legislators for consideration at their next meeting. As always, I am available to answer any questions either you or the Board may have regarding this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amanda L. Cortese-Kolasz".

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Attachment

Reviewed and Approved for Sr.
Oneida County Board of Leg.

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 5-18-22

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

May 18, 2022

FN 20 72 - 190

Hon. Anthony J. Picente, Jr.
800 Park Avenue
Utica, New York 13501

~~GOVERNMENT~~ OPERATIONS

WAYS & MEANS

Re: Oneida County Communicable Diseases Policy

Dear County Executive Picente:

I am in the process of auditing all personnel policies adopted by the County for necessary changes due to statutory and regulatory changes, as well as for other discretionary matters and best practices for the County. Currently the County has an HIV Policy Statement in effect. It was adopted on May 24, 1995 and remains unchanged.

Attached is a proposed Oneida County Communicable Diseases Policy that I recommend be adopted by Oneida County, and that upon adoption, the HIV Policy Statement be rescinded, as the necessary provisions of that are covered by the new proposed policy. The attached is meant to cover a much more broad range of communicable diseases. Given what the County as contended with over the last two-plus years with the COVID-19 Pandemic, I believe it is advantageous to have a policy that addresses all communicable diseases in the workplace.

If you concur, I respectfully request that you forward this proposed policy to the Board of Legislators for consideration at their next meeting. As always, I am available to answer any questions either you or the Board may have regarding this request.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel



Attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 5-18-22



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

May 20, 2022

FN 20 22-191

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear Chairman:

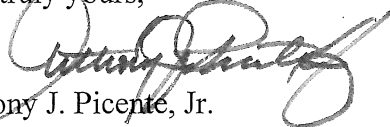
There was sufficient funding for all the construction contracts to be awarded for the construction of the Wynn Hospital Garage. Unfortunately, the contracts did come in higher than expected and eliminated the contingency part of the funding. It is therefore necessary to increase the capital project to have funds available for permitting, special inspections and potential remediation of existing environmental contamination.

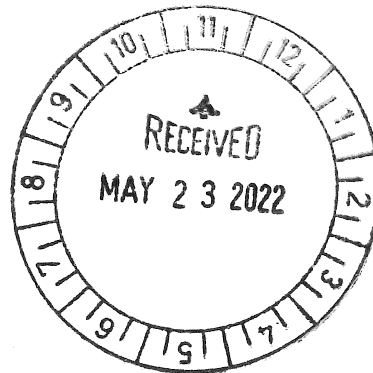
I therefore request your Board's approval to amendment to **Capital Project H-566 DPW – Public Parking Garage:**

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Bonds	\$ 30,900,000	\$ 0	\$ 30,900,000
State Aid	\$ 10,000,000	\$ 0	\$ 10,000,000
Transfer from Gen.	\$ 2,900,000	\$ 0	\$ 2,900,000
Federal (APR)	\$ <u>10,000,000</u>	\$ <u>2,000,000</u>	\$ <u>12,000,000</u>
Totals	\$ <u>53,800,000</u>	\$ <u>2,000,000</u>	\$ <u>55,800,000</u>

Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive



CC: Comptroller
County Attorney
Budget
Comm. DPW



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

FN 20 22 - 192

May 11, 2022

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	CIN	Road/Feature	Municipality	Funding	
2754.73	2291881	Summit St over Mill Creek	Village of Boonville	NYS DOT	\$970,613.00
				Local	\$0.00
				Total	\$970,613.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

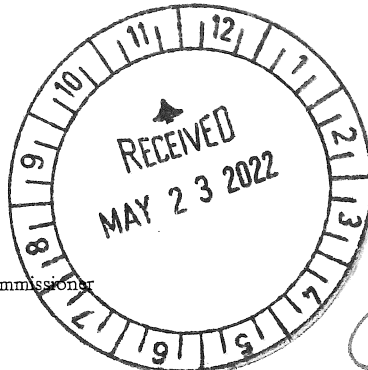
Oneida County has offered assistance to the Village of Boonville regarding PIN 2754.73. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State aid agreements and finance project expenses. Capital Project H-557 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via NYSDOT Funds.

The enclosed agreement between Oneida County and the Village of Boonville formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



cc: Nicholas DiGennaro, P.E., CFM, Deputy Commissioner

Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

Anthony J. Picente, Jr.
 County Executive

Date 5-23-22

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Village of Boonville
 13149 State Route 12
 Boonville, NY 13309

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2023
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	CIN	Road/Feature	Municipality	Funding	
2754.73	2291881	Summit St over Mill Creek	Village of Boonville	NYSDOT	\$970,613.00
				Local	\$0.00
				Total	\$970,613.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has offered assistance to the Village of Boonville regarding PIN 2754.73 (CIN 2291881). NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via NYSDOT Funds.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-557
Total Funding Requested:	\$970,613.00
Oneida County Dept. Funding Recommendation:	\$970,613.00
Proposed Funding Sources NYSDOT:	\$970,613.00
Oneida County:	\$0.00
Village of Boonville:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the “Agreement”), made by and between the VILLAGE OF BOONVILLE (hereinafter referred to as the “Village”), a municipal corporation organized and existing under the laws of the State of New York with offices located at 13149 State Route 12, Boonville, New York, and the COUNTY OF ONEIDA (hereinafter referred to as the “County”), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, (each a “Party,” and collectively, the “Parties”).

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Village proposes to rehabilitate Summit Street over Mill Creek, CIN 2291881, located in the Village of Boonville, Oneida County, (hereinafter referred to as “the Project”); and

WHEREAS, on behalf of the Village, the County has applied to the New York State Department of Transportation (hereinafter the “NYSDOT”) for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.73, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing one hundred percent (100%) reimbursement of eligible Project expenditures, up to a maximum amount payable of nine hundred seventy thousand, six hundred and thirteen dollars (\$970,613.00) in the form of State Aid; and

WHEREAS, a “Project Sponsor” is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor’s duties shall be set forth in said subsequent agreement and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Village and County agree to the payment structure and terms described herein.

1.3.1. The Village and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Village acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is nine hundred seventy thousand, six hundred and thirteen dollars (\$970,613.00).

1.3.4. The state government, through the NYSDOT, has committed to provide one hundred percent (100%) reimbursement of eligible Project expenditures, up to a maximum amount of nine hundred seventy thousand, six hundred and thirteen dollars (\$970,613.00), with a one hundred percent (100%) local match.

1.3.5. The County shall advance all Project expenditures and shall complete all necessary documents to receive reimbursement through the NYSDOT for the Project funds. The County shall provide to the Village proof of reimbursement received from the NYSDOT.

1.3.6. The Village shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Village expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

4. NON-WAIVER

4.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the

Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1 The Addendum - Standard Oneida County Conditions, is deemed incorporated into this Agreement as **EXHIBIT A**.

6.2 The NYS Department of Transportation Initial Project Proposal (IPP) for this project is deemed incorporated into this Agreement as **EXHIBIT B**.

7. AUTHORITY TO ACT/SIGN

7.1 The Village's signatory hereby represents, warrants, personally guarantees and certifies that they have the power and authority to execute and deliver this Agreement; the execution and delivery by the Village's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Village. No other action on the part of the Village or any other person or entity, are necessary to authorize the Village's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

8.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

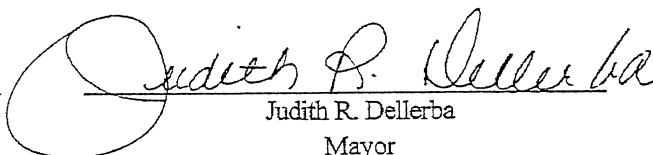
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

Oneida County

Village of Boonville

Anthony J. Picente, Jr.
Oneida County Executive



Judith R. Dellerba
Mayor

Date: _____

Date: 5/17/2022

Approved

By: _____

Robert E. Pronteau
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

INITIAL PROJECT PROPOSAL

PIN#: 275473

275473	BNY 2021: Summit St over Mill Creek (CIN 2291881), Village of Boonville, Oneida Co
Summit St over Mill Creek (CIN 2291881), Village of Boonville, Oneida Co	

PROJECT MANAGER	RESP ORG	CURRENT STATUS	LET BY	LET DATE	PS&E DATE
	LOCAL	CANDIDATE	LOCAL	01/30/2023	

PUBLIC FRIENDLY DESCRIPTION

This project will replace the culvert that carries Summit Street over the Mill Creek in the Village of Boonville, Oneida County.

COST & FUNDING

CONSTRUCTION INSPECTION						
PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		PIT 2015 BR INIT	Planned	11/28/2022	Off	95,000
Grand Total						95,000

CONSTRUCTION						
PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		PIT 2015 BR INIT	Planned	11/28/2022	Off	875,613
Grand Total						875,613

PROJECT TOTAL						
PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		PIT 2015 BR INIT	Planned	11/28/2022	Off	970,613
Grand Total						970,613

SCOPE OF WORK

Scope of Work	Primary SoW	SoW Percentage	FMIS Improvement Type
CULVERT: NEW/REPLACE	Yes	100 %	04 - 4R - No Added Capacity

ACCOMPLISHMENT DETAILS

ACCOMPLISHMENT	UNIT	QUANTITY
CULVERT REPLACEMENT	# CULVERTS	1

GEOGRAPHIC LOCATIONS

ASSEMBLY	Robert J. Smullen
CONGRESS	Claudia Tenney
COUNTY	ONEIDA
MPO	HERKIMER-ONEIDA COUNTIES TRANSPORTATION STUDY
SENATE	Joseph A. Griffo
VILLAGE	BOONVILLE

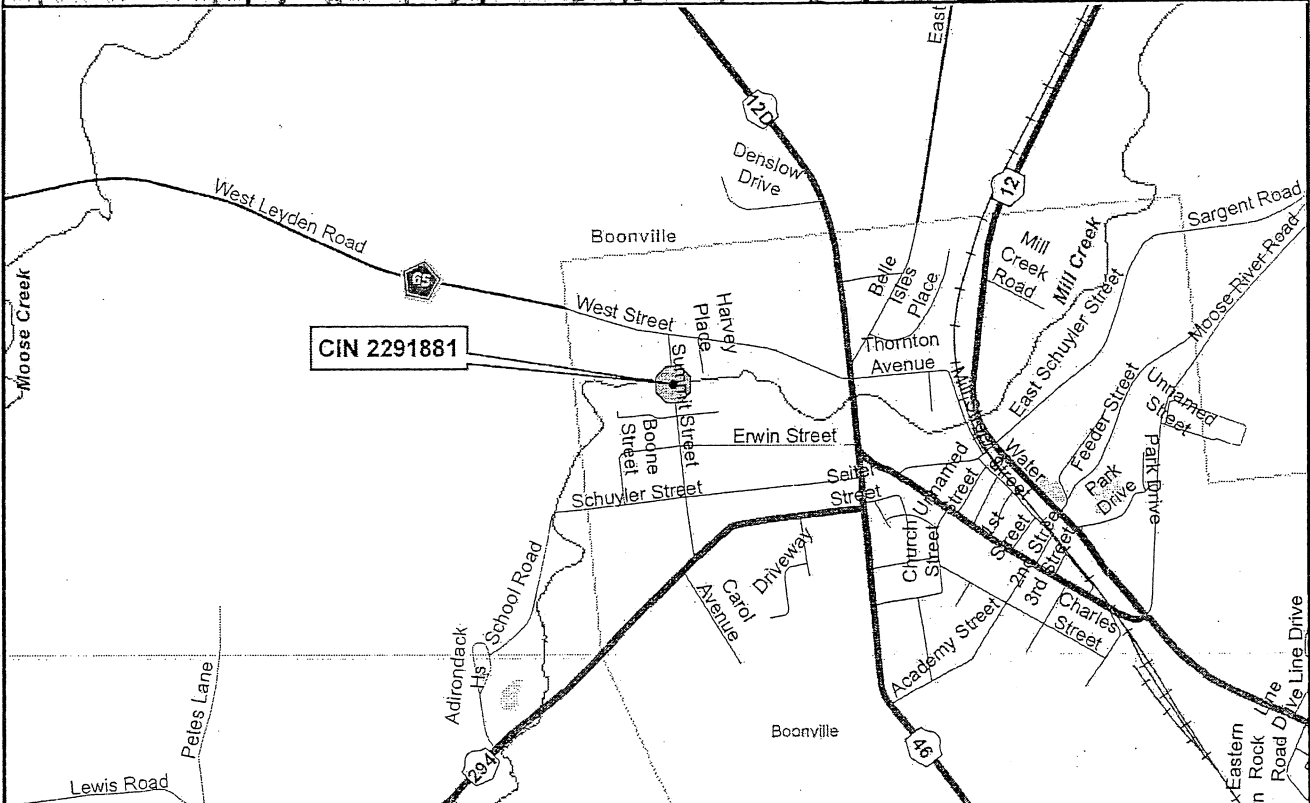
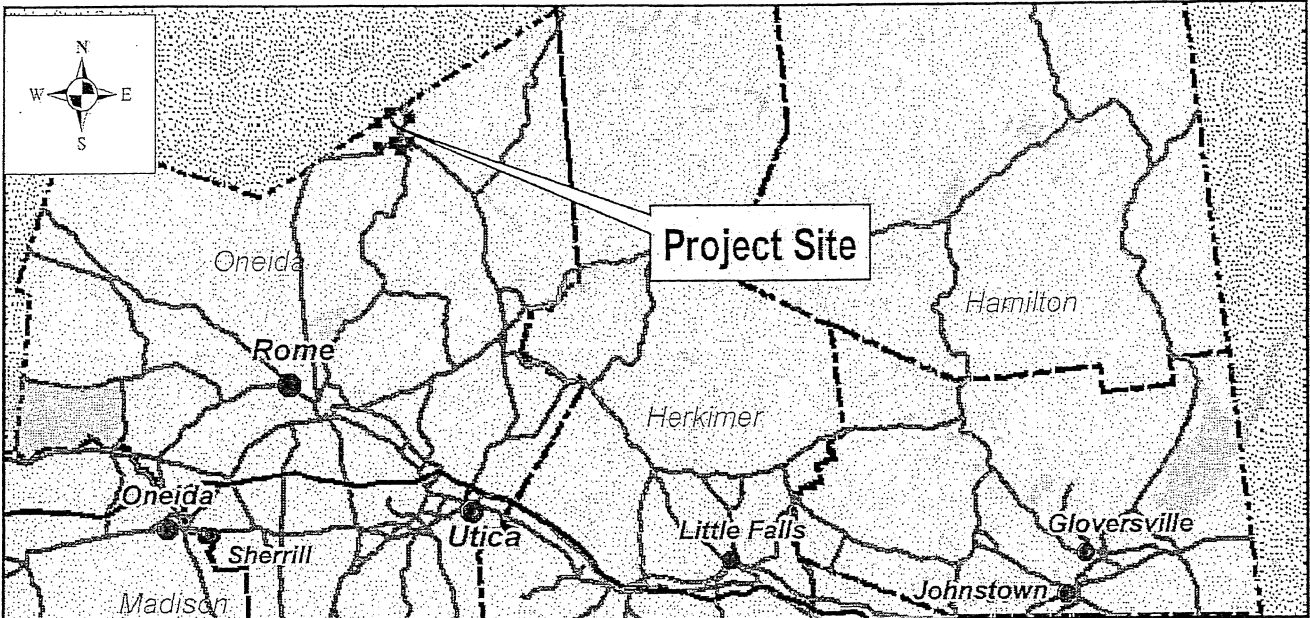
INITIAL PROJECT PROPOSAL

COMMENTS			
Type	Entry Date	Recorded By	Comment
			BNY Award = 970,613 Project will use 100% State funding
GENERAL	01/31/2022	Christine Labuzzetta	Cost category changed from S,PD, DD, C, & CI to C&CI only per 2018 BNY notes.
COST	01/06/2022	Christine Labuzzetta	BNY Award = 970,613
COST	01/06/2022	Christine Labuzzetta	Project will use 100% State funding
COST	01/06/2022	Mark DeRocco	Cost Category breakdown determined from BNY applications & instructions

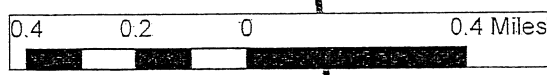
RPPM RECOMMENDATION: Deborah Windercker Date: 02/01/2022

REGIONAL DIRECTOR APPROVAL: [Signature] Date: 02/01/2022

PIN 275473 Location Map



PIN 275473
Culvert Replacement
Summit St over Mill Creek (CIN 2291881)
Village of Boonville
Oneida County





ONEIDA COUNTY
DEPARTMENT OF PLANNING
 Boehlert Center at Union Station
 321 Main St., Utica NY 13501
 Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
 County Executive

JAMES L. GENOVESE, II
 Commissioner

April 13, 2022

Anthony J. Picente, Jr.
 County Executive
 Oneida County Office Building
 800 Park Avenue
 Utica, New York 13501

EN 20-193

PUBLIC WORKS

Re: Oneida County Flood Mitigation Grant Program

WAYS & MEANS

Dear County Executive Picente:

As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program. Several municipalities within Oneida County, including the Town of Annsville, Village of Boonville, Town of Deerfield, Town of Kirkland, Town of New Hartford, and Town of Verona are requesting funds for projects intended to mitigate or reduce the risk of flooding in their community.

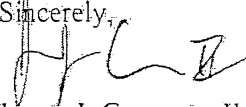
The project, the municipalities, and the total amount requested are listed below. The total amount requested by Oneida County is \$1,426,708.00.

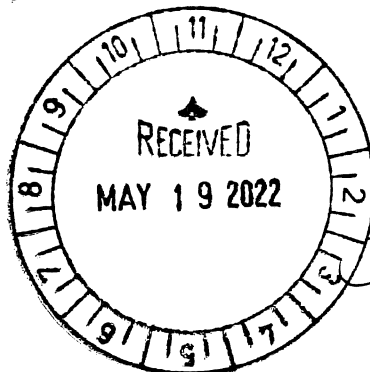
<u>Municipality</u>	<u>Project</u>	<u>Cost</u>
Town of Annsville	Ditch and culvert upsizing	\$296,250.00
Village of Boonville	Storm sewer upgrades	\$100,000.00
Town of Deerfield	Ditch and culvert upsizing	\$40,458.00
Town Kirkland	Identify mitigation, stream stabilization, bridge & culvert	\$150,000.00
Town of New Hartford	Additional funds requested	\$480,000.00
Town of New Hartford	Concrete box culvert and wing walls added	\$300,000.00
Town of Verona	Stormwater drainage improvements	\$60,000.00

These projects are time-sensitive and the upstate New York construction season is limited. The distribution of the Flood Mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and several local municipalities.

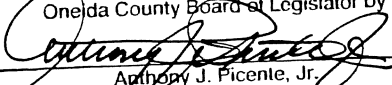
Should the requests herein meet with your approval, I respectfully request that you forward this letter and flood mitigation grant agreement to the Board of Legislators for their consideration and approval at their next meeting.

Sincerely,


 James J. Genovese II
 Commissioner of Planning



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by


 Anthony J. Picente, Jr.
 County Executive

Date 5-17-22

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Village of Boonville
13149 State Route 12
Boonville NY 13309

Title of Activity or Service: This agreement is between Oneida County and the Village of Boonville for additional storm sewer upgrades awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: Upon execution – Completion of Project
Anticipated (December 31, 2025)

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The award of \$100,000 will be used to continue storm sewer upgrades in the village to prevent water backing up into homeowner's basements that have been impacted by recent flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

Total Funding Requested: \$100,000 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$100,000/ Local \$33,400

Cost Per Client Served: N/A

Past Performance Data: Oneida County has successfully partnered with the Village of Boonville on prior similar projects, with excellent results.

O.C. Department Staff Comments: N/A

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of New Hartford
8635 Clinton Street at “The Orchards”
New Hartford, NY 13413

Title of Activity or Service: Amendment to Flood Mitigation Grant Agreement

Proposed Dates of Operation: Upon BOL approval – December 31, 2025

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: This amends a grant agreement (#87845) for Oneida Street Culvert Replacement Project to repair damage from previous storm events. It increases the grant amount by \$300,000 from \$180,000 to a revised total of \$480,000, due to necessary design changes the increased the cost of materials and extends the term to December 31, 2025.

2) Program/Service Objectives and Outcomes: Flood Mitigation

3) Program Design and Staffing:

Total Funding Requested: \$480,000 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): Local \$480,000/County \$480,000

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Verona
660 Germany Road
Durhamville, New York 13054

Title of Activity or Service: This agreement is between Oneida County and the Town of Verona for a drainage improvement project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: Upon execution – Completion of Project
Anticipated (December 31, 2025)

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: The award of \$60,000.00 for a drainage improvement project for E. Main Street and Spring Road in the Town of Verona that is repeatedly impacted by flooding.

2) Program/Service Objectives and Outcomes: Flood Mitigation

3) Program Design and Staffing:

Total Funding Requested: \$60,000.00 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$60,000/ Local \$64,033.20

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Kirkland
3701 State Rt. 12B
Clinton, New York 13323

Title of Activity or Service: This agreement is between Oneida County and the Town of Kirkland for a hydrology and mitigation study of Sherman Brook awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: Upon execution – Completion of Project
Anticipated (December 31, 2025)

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The award of \$150,000.00 for a hydrology and mitigation study of Sherman Brook in the Town of Kirkland that is repeatedly impacted by flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

Total Funding Requested: \$150,000.00 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$150,000/ Local \$50,000

Cost Per Client Served: N/A

Past Performance Data: Oneida County has successfully partnered with the Town of Kirkland on prior projects, with excellent results.

O.C. Department Staff Comments: N/A

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Deerfield
6329 Walker Road
Deerfield, New York 13502

Title of Activity or Service: This agreement is between Oneida County and the Town of Deerfield for a drainage improvement project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: Upon execution – Completion of Project
Anticipated (December 31, 2025)

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The award of \$40,458.00 for a drainage improvement project for Ravine Drive in the Town of Deerfield that is repeatedly impacted by flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

Total Funding Requested: \$40,458.00 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$40,458.00/ Local \$40,458.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Town of Annsville
4225 State Route 69
Taberg, New York 13471

Title of Activity or Service:

This agreement is between Oneida County and the Town of Annsville for a drainage improvement project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation:

Upon execution – Completion of Project
Anticipated (December 31, 2025)

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** The award of \$296,250.00 for a drainage improvement project for Main Street and Green Brook Lane in the Town of Annsville that is repeatedly impacted by flooding.
- 2) **Program/Service Objectives and Outcomes:** Flood Mitigation
- 3) **Program Design and Staffing:**

Total Funding Requested: \$296,250.00 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$296,250/ Local \$98,750

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Oneida Co. Department: Planning

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of New Hartford
8635 Clinton Street at "The Orchards"
New Hartford, NY 13413

Title of Activity or Service: Amendment to Flood Mitigation Grant Agreement

Proposed Dates of Operation: Upon BOL approval – December 31, 2025

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: This amends a grant agreement (#70148) for Preswick Dam/Mud Creek build a detention pond to repair damage from previous storm events. It increases the grant amount by \$480,000 from \$800,000 to a revised total of \$1,280,000, due to the increased the cost of materials due to the COVID pandemic and extends the term to December 31, 2025.

2) Program/Service Objectives and Outcomes: Flood Mitigation

3) Program Design and Staffing:

Total Funding Requested: \$1,280,000 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): Local \$780,000/County \$1,200,000

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN
ONEIDA COUNTY
AND
THE VILLAGE OF BOONVILLE

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Village of Boonville, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 13149 State Route 12, Boonville, New York 13309 (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 and other recent storms have caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

- A. The total amount of the Grant shall not exceed one hundred thousand dollars (\$100,000.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$100,000.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed one hundred thousand dollars (\$100,000.00).
2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project, up to thirty-three thousand, four hundred dollars (\$33,400.00). In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Grant Program funds.
2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by the County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is

in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project due to financial difficulties. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation made by the Oneida County Board of Legislators, upon a request by the Oneida County Executive, Anthony J. Picente, Jr. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, NY 13501
Phone (315) 798-5710
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;

7. Actual construction of the Project; or
 8. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and
 - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
 9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
 2. Fund raising;
 3. Taxes, except sales tax on goods and services;
 4. Insurance, except title insurance;
 5. Attorney fees; except for acquisition and clearing title to land;
 6. Loans, grants, or subsidies to persons or entities for development;
 7. Bad debts or contingency funds;
 8. Interest;
 9. Lobbyists; and
 10. Political contributions.

VI. PAYMENT OF GRANT MONIES

- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion, to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.
- B. ADVANCEMENT: Under this Grant, the County agrees to advance up to fifty (50%) percent, or fifty thousand dollars (\$50,000.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the “Indemnifying Party”) shall indemnify and hold harmless, and at the County’s option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee’s authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee’s authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 2. Workers’ Compensation and Employer’s Liability

- a. Statutory limits apply.
3. Automobile Liability
- a. Business auto liability with limits of at least \$1,000,000 each accident.
 - b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
4. Commercial Umbrella
- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree

that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program may affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

VILLAGE OF BOONVILLE

By: _____
ERIC MCINTYRE
Mayor

Approved

Robert E Pronteau
Oneida County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G _____

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



VILLAGE OF BOONVILLE

13149 State Route 12, Boonville, NY 13309 * 315.338.2880 x5 * lkaiding@villageofboonvillenyny.com

December 21, 2021.

Oneida County Dept of Planning
Boehlert Center at Union Station
Attn: Kristin E. Campbell, AICP
321 Main Street
Utica NY 13501

Re: Village of Boonville – Lansing Place – Oneida County Flood Mitigation Grant Program

Dear Ms. Campbell,

Enclosed please find the Village of Boonville's Oneida County Mitigation Grant application for Lansing Place in the Village of Boonville for \$133,400.

This location was a target area for the main storm sewer project for the village in 2019 but unfortunately the project came in over budget and this section was put aside until further funding was made available.

Thank you for your kind attention to our application, if you have any questions, please contact Lisa Kaiding at 315.338.2880 x5 / lkaiding@villageofboonvillenyny.com.

I wish you all a Merry Christmas and Happy & Healthy New Year.

Sincerely,

Eric McIntyre
Mayor

RECEIVED
DEC 21 2021
Oneida County
Department of Planning



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program *Application*

Applicant Information

1. Municipality:

Village of Boonville

2. Name of Chief Elected Official:

Eric McIntyre

3. Primary Contact and Title:

Lisa Kaiding, Grants Administrator

4. Mailing Address

13149 State Route 12.
Boonville, NY 13309

5. Email Address:

lkaiding@villageofboonvillenyny.com

6. Phone Number

315-338-2880 x5

7. Federal Employer ID Number (EIN):

15-6001272

Project Information

1. Project Name:

FLOOD CONTROL II- VILLAGE OF BOONVILLE

2. Amount Requested:

100,000

2a. Total Project Cost:

133,400

3. Location:

Lansing Place, Village of Boonville

4. Tax Parcel ID Number(s):

Please see attachment D

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

A new storm sewer line to be installed to assist in prevention of overflows at the Boonville wastewater treatment plant and prevent continual basement and yard flooding for residents on Lansing Place properties due to storm-sewer incapable of handling flows.

Project Information Continued

6. Project Start Date:

ASAP - DECEMBER 2022

7. Estimated Duration of Construction:

90 DAYS

8. Is the Project Located On: Public or Private Land ? (check one)

9. Does Applicant Own or have Easement ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)

11. Affected Waterbodies:

N/A

12. List Required Permits:

N/A

Supporting Documents

- ◊ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◊ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◊ Photographs of the project site
- ◊ Location maps
- ◊ Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			10,000
Salary		8,000	
Fringe		2,000	
Contractual	58,000		58,000
Equipment		15,000	15,000
Engineering			
Supplies	42,000	5,900	47,900
Other		2,500	2,500
Total	100,000	33,400	133,400

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
VILLAGE BUDGET - IN KIND EMPLOYEE SALARIES	10,000
VILLAGE OWNED BACKHOE (PER FEMA EQUIP RATES)	9,000
VILLAGE OWNED DUMP TRUCKS (PER FEMA EQUIP RATES)	6,000
VILLAGE BUDGET - STORM SEWERS LINE	5,900
VILLAGE BUDGET - LEGAL	2,500
Total	\$ 33,400

Please return application and supporting materials to:

Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email planning@ocgov.net

LANSING PLACE STORM SEWER

SUPPLIES AND MATERIAL LIST

DATE	ITEM	DETAILS	EST PRICE
Grant	Road Fabric	750 feet	\$ 3,000.00
	Road Stone	750' 20' wide - item 4	\$ 10,000.00
	Catch Basins	Complete structures & risers	\$ 5,000.00
	10" sdr pipe	to connect to/from house laterals	\$ 1,500.00
	4" sdr pipe	for house laterals	\$ 500.00
	Saddles & Tees	10x10x4 to connect laterals into main	\$ 2,500.00
	30" culvert	connect into existing storm sewer	\$ 16,400.00
	Topsoil and Grass-seed	replace lawns	\$ 2,000.00
	30" - 45 deg fittings	manuver main storm sewer line	\$ 2,000.00
	Paving quote	Lansing PI - 750'x20'; 3" binder; 1-1/2 top	\$ 58,000.00
Match	Labor	village match	\$ 10,000.00
	Dump Truck/Backhoe	village match	\$ 15,000.00
	Legal	easements and filing	\$ 2,500.00
	Fuel	village match	\$ 5,000.00
	\$	33,350.00 match	
	\$	100,050.00 grant	
			\$ 133,400.00



2022 Construction Season

Mr. Rick Welch
Village of Boonville Highway Department

Thank you for the opportunity to quote you for your 2022 road program. The following is our budgeted pricing for **Nova Hot Pave with Base Binder** installed on the roads you requested:

Road	Length	Width	SY	\$/SY	Total
Lansing St	750	20	1,667	\$6.15	10,252.05
			0		0.00
			0		0.00
			0		0.00
			0		0.00
			0		0.00
Total SY			1,667		10,252.05
Escalation/ SY	\$0.75				1,250.25
Tons of Shim	580		\$/Shim Ton	\$77.50	44,950.00
Escalation/Ton	\$1.20				696.00
Total Estimated Cost					\$57,148.30

Pricing subject to escalation/dé-escalation as per 2021 Saratoga County PPST 21-PWPA-30R, Bid Base \$461

Any additional shim put down will be charged at \$77.50/ton.
Town to supply M & P of traffic Monday – Friday.

We look forward to working with you to make your 2022 road program a SUCCESS!

Sincerely,
Fred Wickham
Fred Wickham
Sales Representative

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made at unit prices listed above.

Signature

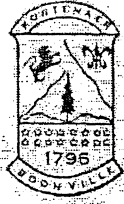
Date

Note: This proposal may be withdrawn by us if not accepted in 30 days.

Gorman Bros., Inc.
200 Church Street, Albany, NY 12202

fwickham@gormanroads.com
cell: (315) 525-6840

Tel: 315-853-6161
Fax: 315-853-3751



VILLAGE OF BOONVILLE DEPARTMENT OF PUBLIC WORKS

Rick Welch, DPW Superintendent
13149 State Route 12
Boonville, NY 13309

Ph. 315.338.2880 x6
Fax 315.942.5564

ONEIDA COUNTY FLOOD MITIGATION GRANT: Village of Boonville Project – Lansing Place

SUPPORTING DOCUMENTS

BRIEF NARRATIVE DESCRIBING EXISTING CONDITIONS AND HOW THIS MIGHT BE IMPROVED WITH A RESILIENCY PROJECT:

The existing condition of the storm water on Lansing Place in the Village of Boonville NY is that all the basements must have sump pumps to evade flooding each time a rain storm hits. The houses are built on bed rock in this area allowing no place for the water to go except down into basements or the sewer line. Some houses must have their sump pump running year around to escape from mold and other health hazards due to the amount of water pooling in this area.

As it stands now, the sump pumps are either getting pumped into the neighbor's yard and then back around to the next neighbor creating a big circle effect or even being pumped into our sewer main, which is illegal. So the water is either being illegally pumped into the sewer main or the water is just getting recirculated around and around the neighborhood basements and lawns with no place to go.

The sewer main is the same as our previous project on Charles and James Streets - constructed of old 10" clay pipe with roots and stones and grit clogging the system restricting the flow which doesn't allow the water to flow away. The water that does get through then comes to the village's wastewater treatment plant creating high flows; followed by over flows (over flows-untreated waste flowing into the creek). The NYS DEC does not like this situation continually happening, and will result in fines for the village, which is unfortunate when there is a solution available, and village laborers can complete under the guidance of the Street Supt Welch.

The solution is to install a storm line that the sump pumps would pump into creating a place for the water to go as it travels through the storm line to a local creek enabling the area to dry up.

This project would consist of installing new storm line and sewer line in the same area to save on cost. The new storm line would be tied into the new storm line that flows to a nearby creek. All floor drains and sump pumps would be taken out of our sewer main and put into the new storm line provided to them. This would dry this area up by taking the water out of the area and help over 25+ residents to keep their valuables dry in their own basements, creating less cause for mold and allergens to grow. The sewer line would then be installed to our existing sewer main.

A new storm sewer along Lansing Place would help village tax payers in the following ways:

- The village Wastewater Treatment Plant will have less overflows and infiltration than seen now with the existing corroded storm main; and
- The residents along this street will have fewer backups (sewer blockage) due to the existing aged pipe being plugged with infiltration, roots, rocks, sand/grit;
- This project aligns perfectly with a 1.9 million dollar "1792 Box Culvert Project" throughout the village with funding from NYS OCR CDBG \$750,000 grant; and \$1,129,000 USDA – Rural Development loan. (engineer plans attached for your reference) and the \$100,000 Oneida County Flood Mitigation grant for Charles and James Street in 2019.

TECHNICAL REPORT, CONCEPTUAL DESIGN, PLANS, SPECIFICATIONS OR ANY OTHER MATERIALS TO ASSIST IN REVIEWING THE PROJECT:

- ✓
- Attachment A

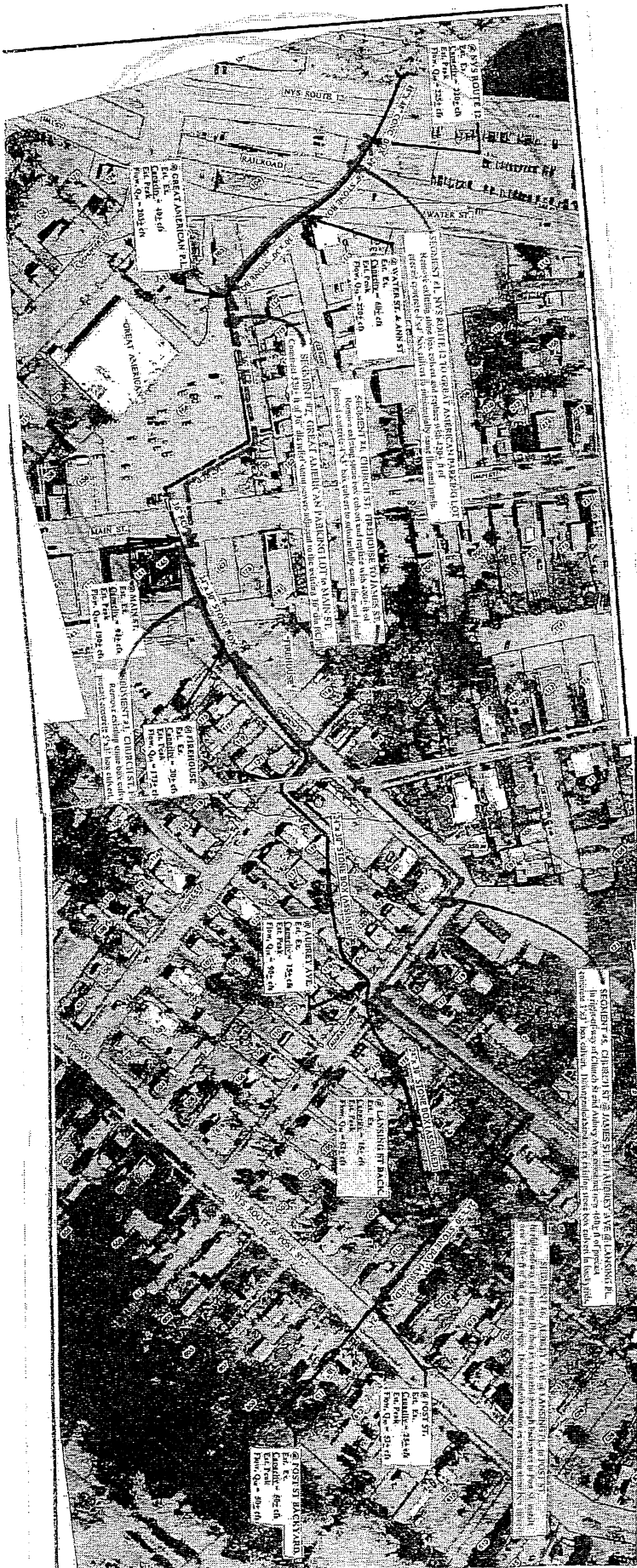
PHOTOGRAPHS OF THE PROJECT SITE:

- ✓
- Attachment B

LOCATION MAPS & TAX PARCEL ID NUMBERS:

- ✓
- Attachment C - location map
 - Attachment D – Tax parcel ID numbers

✓ **BUDGET: Page 3 of Application**

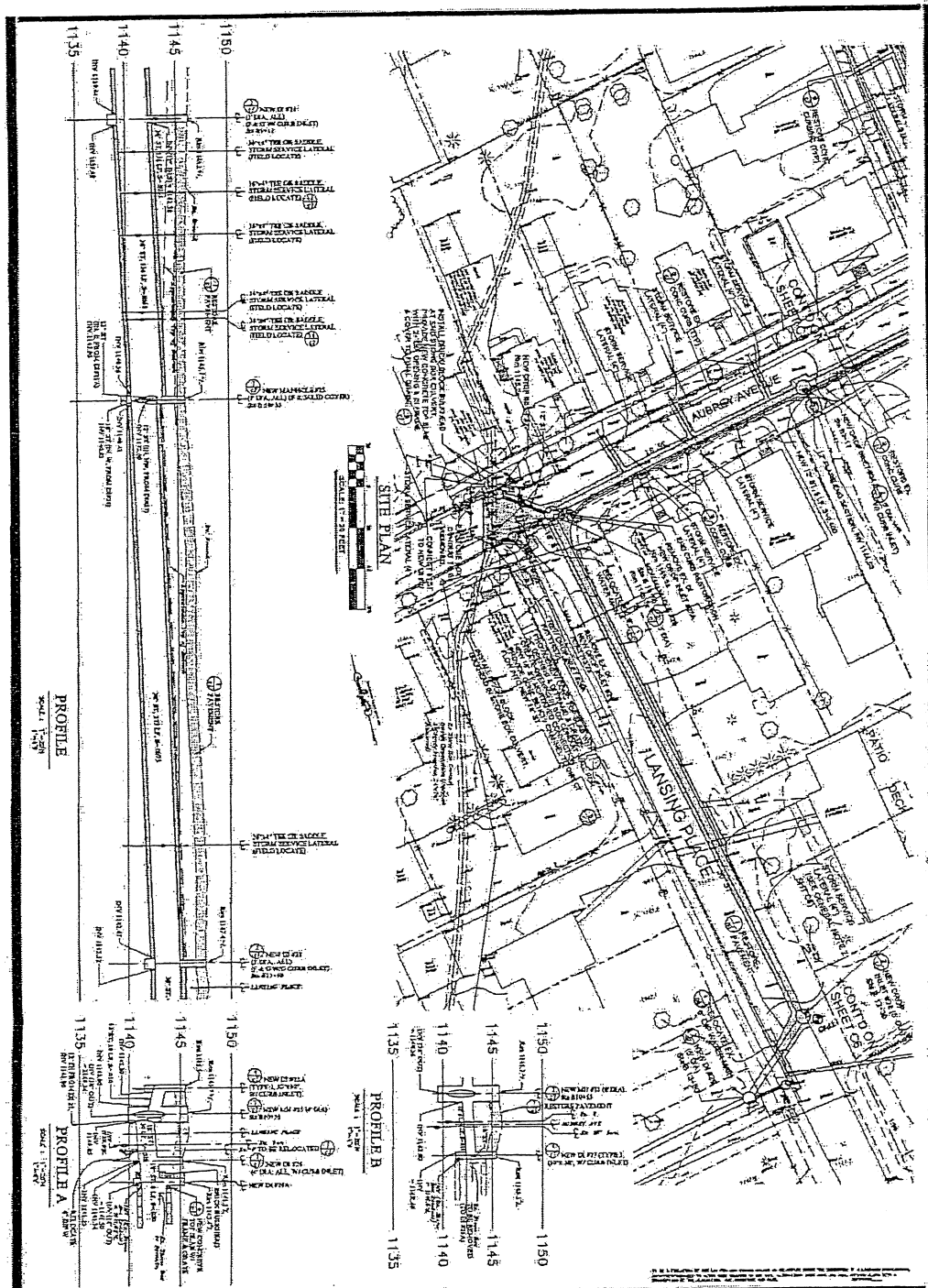


SECTION 2A: DRAINAGE SYSTEMS FOR THE VILLAGE OF BOOKVILLE, NY. DRAWING NO. 1792-1. THIS DRAWING IS A PART OF A PROJECT FOR THE VILLAGE OF BOOKVILLE, NY. THE PROJECT IS TO IMPROVE THE DRAINAGE SYSTEM IN THE VILLAGE OF BOOKVILLE, NY. THIS DRAWING IS A PART OF A PROJECT FOR THE VILLAGE OF BOOKVILLE, NY. THE PROJECT IS TO IMPROVE THE DRAINAGE SYSTEM IN THE VILLAGE OF BOOKVILLE, NY.

SECTION 1: 1.01. THE DRAWING IS A PART OF A PROJECT FOR THE VILLAGE OF BOOKVILLE, NY. THE PROJECT IS TO IMPROVE THE DRAINAGE SYSTEM IN THE VILLAGE OF BOOKVILLE, NY. THIS DRAWING IS A PART OF A PROJECT FOR THE VILLAGE OF BOOKVILLE, NY. THE PROJECT IS TO IMPROVE THE DRAINAGE SYSTEM IN THE VILLAGE OF BOOKVILLE, NY.

ALAN A. SWIERCZAK, P.E. P.O. BOX 204 WHITESBORO, NY 13482	DATE JUN. 2016	VILLAGE OF BOOKVILLE 1792 CULVERT STORM SEWER PROJECT FLOW ANALYSIS (2 OF 2)	SHEET
	SCALE 1"=100'		5

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PLAN & PROFILE (SCALE)	VILLAGE OF BOONVILLE DRAINAGE IMPROVEMENTS 1792 BOX CULVERT STORM SEWER PROJECT	ALAN M. SWIERCZEK, P.E. P.O. BOX 204 WHITESBORO, N.Y. 13482
	VILLAGE OF BOONVILLE, ONEIDA COUNTY, N.Y.	CS

1 PROJECT DESCRIPTION

1.1 EXISTING CONDITIONS

The "1792 Culvert" is an existing (separate) storm sewer approximately 2700 ft long ranging in size from a 4'x4' concrete box at its outlet on the easterly side of NYS Route 12, to a 30" pipe near its inlet near Post St/NYS Route 46, in the Village of Boonville. The majority of the conduit is a stone box constructed of stacked limestone slabs as side walls with a large limestone slab for a roof. Presumably it was build circa 1792. The conduit has a tributary drainage area of approximately 105 acres and conveys runoff from and across a large portion of the center of the Village. A location map of the Village is attached as Figure 1. Location maps of the existing storm sewer's alignment are shown on Figures 2 and 3.

The 1792 Culvert appears to be experiencing capacity problems. Village DPW personnel have noted that during significant storm events, the stone conduit will surcharge, particularly in the vicinity of the Firehouse, and flood Church St. That excess flow then continues northerly to Main St/ NYS Route 12D, and floods that highway.

The culvert also appears to be experiencing structural problems. At the intersection of Church St and James St, Village DPW personnel have repaired a location where the stone conduit had recently collapsed and several feet had been replaced/reconstructed. Field inspections of the conduits interior have also observed short sections where the vertical side wall have collapsed into the main channel. The field inspections have also noted there is no mortar between the stones and as a result, the location of the conduit could be followed on the surface by "sinkholes" in lawn areas. The extent of potential sinkholes/voids under pavements (if any) can not be ascertained at this writing.

1.2 FIELD INVESTIGATIONS

Field investigations were conducted to visually determine the condition of the existing facilities. The following observations were made, progressing upstream:

- The storm sewer conduit under NYS Route 12 is a 4'x4' precast concrete box, in good condition.
- At a manhole between NYS Route 12 and the railroad, the storm conduit had become a 36"x36" stone box. The side walls were vertical and constructed of stacked fieldstone (limestone) slabs of varying size. The top slab (roof) was a larger slab of limestone bridging the side walls and perhaps 30" to 3 ft wide. The stones are somewhat irregular and rough, and did not appear to have been extensively cut or shaped. There was no mortar between the stones. It appeared high storm sewer flows had washed out some soil behind the walls. There were some gaps in the side walls where at least one side wall stone was observed missing. The conduit was in poor condition.
- At a manhole between the railroad and Water St, the storm conduit had become a 30"x30" stone box. Construction and condition was the same as the previous section. A few feet upstream of the manhole, approximately 2 to 3 ft of the vertical side wall had collapsed into the main channel. The conduit was in poor condition.
- At a manhole at the easterly side of the Great American parking lot, the original stone box conduit ended and upstream sections had been relocated and replaced with a 36"

RCP. The pipe was in good condition:

- At a drop inlet in Main St, the conduit was still a 36" RCP in good condition.
- At a manhole in Church St near the Firehouse, the conduit was again the stone box construction noted by Water Street, but the size had been reduced to 24" x 30". The conduit was in poor condition.
- At the intersection of Church St and James St, Village DPW personnel noted a location where the stone conduit had recently collapsed and several feet had been replaced/reconstructed.
- (Between the Firehouse and Post St, a distance of approximately 1400 ft, there were no direct access points and the stone conduit could not be directly visually observed.)
- Between James St and Post St, the stone box conduit traverses a residential area and essentially leaves the right-of-way of municipal streets, being placed between homes and through backyards. The location could be followed on the surface by the "sinkholes" in lawn areas. The conduit also appears to pass underneath residential garages at two locations.
- At a manhole on Post St, the storm sewer is a relatively shallow 24" pipe, possibly constructed of cast iron. It was in good condition.
- The storm sewer continues to the west, passing under a garage at #611 Post St. At the inlet, the pipe had become 30" dia. RCP. It was in fair condition.
- As mentioned in Article 1.1, Village DPW personnel noted that during significant storm events, the stone conduit will surcharge in the vicinity of the Firehouse, and flood Church St. That excess flow then continues northerly to Main St/ NYS Route 12D, and floods that highway.

1.3 FLOW ANALYSIS

A flow analysis was conducted to estimate and compare the existing storm sewer capacity to estimates of stormwater runoff for the desired design storm (50 yr).

Based on the dimensions of the conduit(s) noted during the field inspections, pipe capacities for the "flowing full" condition were estimated using Manning's Equation. Slopes were approximated using USGS topographical mapping and knowledge of sewer depth. The calculations are summarized and presented on Figures 2 and 3, at various locations representative of the type of storm conduit.

Peak rates of stormwater runoff for the 50 year design storm were then generated for each of 14 drainage subareas, based on the USDA NRCS TR-55 method and using an US Army Corps of Engineer's HEC-1 computer model, and routed through the system. The findings of the existing system capacity calculations, together with the calculations of peak rates of stormwater runoff, are summarized as follows:

	<u>Downstream Storm Conduit</u>	<u>Estimated Existing Capacity (cfs)</u>	<u>Estimated Peak Design Flow (cfs)</u>
@ NYS Route 12 (to outlet)	4'x4' conc box	220±	225±
@ Water St & Ann St	36"x36" stone box	60±	220±
@ Great American parking lot	30"x30" stone box	40±	203±
@ Main St (NYS Route 12D)	36" RCP	94±	190±
@ Church St (Firehouse)	24"x30" stone box	30±	173±

@ Church St & James St	24"x30" stone box	25±	123±
@ Aubrey Ave & Lansing Pl	24"x30" stone box	15±	90±
@ Lansing Pl (backyards)	24"x30" stone box	15±	62±
@ Post St (NYS Route 46)	24"x30" stone box	25±	52±

1.4 ALTERNATIVES CONSIDERED

A number of alternatives were considered:

- * Removal and replacement of the existing conduit with a conduit of sufficient capacity
- * A parallel (relief) sewer to supplement the existing available capacity.
- * A cured-in-place liner.

(Null (do nothing) Alternative was not considered a viable option.)

Removal of Existing and Replacement with Conduit of Sufficient Capacity:

This alternative would involve the removal and replacement of the existing conduit by open cut methods. Conduit materials and hydraulic capacity would be upgraded to meet current design standards and needs. The Preliminary Engineering Report (PER)

Parallel Relief Sewer:

This alternative would involve the construction of a parallel storm sewer by open cut methods. The second pipe would provide the additional supplement capacity needed to convey the design flow. Flow would be split into two parallel pipes at the upstream end of the segment and combined at the downstream end.

Cured-in-Place Liner:

This alternative would involve the insertion of a cured-in-place liner in an existing conduit using "no-dig" (trenchless) methods. Once cured, it could bridge structural problems and provide structural strength.

In the stone box conduits, capacity could be also increased by reducing the conduit's roughness coefficient from approximately .026 to approximately .010. In the reinforced concrete pipe conduits, capacity could be also increased by reducing the conduit's roughness coefficient from approximately .013 to approximately .010. Subsequent analysis indicates the increase in capacity due to a less rough pipe will not be sufficient.

1.5 RECOMMENDED PROJECT-RELATED ACTIVITIES

A cost-effectiveness analysis was performed. Subject to a more detailed analysis during the final design phase, the following improvements are recommended:

- Segment #1, NYS Route 12 to Great American parking lot: In our opinion, the existing stone box conduit is structurally and hydraulically deficient. It is recommended the 420± ft section be removed and replaced (using open-cut methods) with a new 4x4 precast concrete box culvert. Capacity would be increased to approximately 200 cfs (OK).
- Segment #2; Great American parking lot to Main St: In our opinion, the existing 36" RCP is structurally sound but is hydraulically deficient. It is recommended a parallel, 520± ft long, 30" or 36" storm sewer be placed (using open-cut methods) to provide supplemental capacity. Total capacity would be increased to approximately 190 cfs (OK).

- Segment #3; Church St (Main St to Firehouse): In our opinion, the existing stone box conduit is structurally and hydraulically deficient. It is recommended the 200± ft section be removed and replaced (using open-cut methods) with a new 5x3 precast box culvert. Capacity would be increased to approximately 200 cfs (OK).
- Segment #4; Church St (Firehouse to James St): In our opinion, the existing stone box conduit is structurally and hydraulically deficient. It is recommended the 400± ft section be removed and replaced (using open-cut methods) with a new 4x3 precast box culvert. Capacity would be increased to approximately 150 cfs (OK).
- Segment #5; Church St @ James St to Aubrey @ Lansing Pl: In our opinion, the existing stone box conduit is structurally and hydraulically deficient. It is recommended the existing 400± ft stone box section be abandoned as the primary conduit and a new 460± ft 3x3 precast box culvert be constructed (using open-cut methods) in the right-of-way of Church St and Aubrey Ave to Lansing Place. Capacity would be increased to approximately 100 cfs (OK).
- Segment #6; Aubrey @ Lansing Pl to Post St.: In our opinion, the existing stone box conduit is structurally and hydraulically deficient. It is recommended the ex 600± ft stone box section be abandoned as the primary conduit and a new 36" dia. pipe be constructed (using open-cut methods) in the right-of-way of Lansing Place, then through the backyards to Post Street. Capacity would be increased to approximately 70 cfs (OK).

In summary, it is proposed:

- Approximately 1020 linear feet of existing stone box culvert be removed and replaced (using open-cut methods) with a larger conduit, along approximately the same alignment (Segments 1, 3, and 4)
- Approximately 520 linear feet of new pipe be constructed (using open-cut methods) adjacent to an existing 36" RCP to provide supplemental capacity (Segment 2),
- Where the existing stone box conduit is located outside existing road rights-of-way and through residential backyards, approximately 1210 linear feet of new, larger conduit be constructed (using open-cut methods) along alignments utilizing municipal road rights-of-way to the fullest extent possible. Until the interior of the existing conduit can be visually inspected to locate any lateral connections, it is assumed portions of the existing conduit in residential backyards must remain in service. (Segments 5 and 6)

Location maps of the proposed storm sewer's alignment are shown on Figures 2 and 3.

Total length of new conduit(s) is approximately 2750 linear feet.

All work will be underground. Disturbed areas will be restored to their pre-development surfaces; existing pavement restored to pavement, existing grassed areas restored to grassed areas. No new impervious surfaces will be created. The project will not result in a change in peak rates of stormwater runoff from the project site.

2 LAND OWNERSHIP, LAND USE

2.1 AMOUNT OF LAND AFFECTED/DISTURBED

The project will affect approximately $(2750' \times 20' =)$ 55,000± sf or 1.26± acres.

2.2 PROJECT SITE'S CURRENT LAND USE

Approximately 1700± ft of new conduit will be located in municipal road rights-of-way. It is anticipated the new conduit's alignment will closely approximate the existing alignment. The current land use in these areas is "municipal road".

The remaining 1050± ft of new conduit will be located in easements across private lands. Northeasterly of Main St/NYS Route 12D, the current land use is primarily commercial. Segments #1 and #2, comprising approximately 940± ft, will cross primarily existing parking lots. No buildings will be impacted. Negligible tree clearing is anticipated.

Southwest of Church St, land use is primarily residential. Where the proposed storm sewer will not be located in a municipal ROW, approximately 110± ft, the existing ground surface is residential lawn. No buildings will be impacted. Negligible tree clearing is anticipated.

2.3 LAND OWNERSHIP, LAND ACQUISITION

Approximately 1700± ft of the new conduits will be located in municipal road rights-of-way. Of this, approximately 1600± feet of the new conduits will be located in Village road rights-of-way. The remaining approximately 100± feet of the new conduits will involve work within State road rights-of-way.

The remaining 1050± ft of new conduit will be located in easements across private lands. Of that, approximately 850± ft may already be in an existing easement. Due to the age of the existing stone box conduit, those easements of record have not yet been located. Approximately 16 or 17 parcels may be affected.

Approximately 200± ft of new conduit is expected to require the obtaining of a new easement. Approximately 2 parcels may be affected.

If no easements of record can be located and/or a new easement is necessary, the Applicant intends to acquire them. Initial discussions with private land owners indicate they appear receptive to the concept of granting the needed permanent and temporary easements.

No state or federal lands will be affected by the project (other than work within the ROW of three State highways). No classified lands (parks, wilderness areas, state or national forests, etc) will be affected by the project.

2.4 LOW INCOME/MINORITY POPULATIONS

The entire Village is a one census block. Data concerning low income and minority populations is attached in Appendix D.

The proposed project, being an underground storm conduit located primarily in municipal road rights-of-way, is not expected to impact these populations.

3 CLASSIFICATION DETERMINATION

The project does not exceed the thresholds for a Type I activity, nor does it qualify as a Type II/Exempt activity. The project is therefore classified as an "unlisted" activity.

4 ENVIRONMENTAL INFORMATION

4.1 HISTORIC PRESERVATION

The website of the NY State Historic Preservation Office (SHPO) (CRIS) has been viewed. It appears no historic properties or historic districts are within or immediately adjacent to the route of the proposed storm sewer. NY SHPO has "determined that no historic properties will be affected by this undertaking. A copy of their findings document is attached in Appendix C.

In addition, the NYS DEC website's "Environmental Mapper" has been viewed. A copy of the "Full Environmental Assessment Form -EAF Mapper Summary Report" is attached in Appendix A. The document indicates the presence of no national natural landmarks and no archeological sites.

It appears unlikely that the proposed storm sewer, being an underground conduit located primarily along a route previously disturbed by utility construction, would have any significant impact on any place listed, or eligible for listing, on the state or National Register of Historic Places.

The NY SHPO indicates the project site (Village of Boonville) is located in the Oneida Indian Nation "area of interest". A document of Native American Tribe findings is pending at this writing.

4.2 THREATENED & ENDANGERED SPECIES/ BIOLOGICAL RESOURCES

The storm sewer's project area is located in a highly developed area in the middle of the Village of Boonville. There are few, if any, undeveloped parcels and the primary project area is near "full build-out".

It does not contain critical or environmentally sensitive areas, such as highly erodible areas, steep slopes, conservation areas, or wildlife habitats. There are no designated wetlands within the project area (see also Article 4.3). There are no streams, lakes or ponds in or adjacent to the project site. The 1792 Culvert storm sewer is not a regulated stream. There is no valuable vegetation on the site at this writing.

In addition, the NYS DEC website's "Environmental Mapper" has been viewed. A copy of the "Full Environmental Assessment Form -EAF Mapper Summary Report" is attached in Appendix A. The document indicates the presence of no natural communities, no State endangered or threatened species and no rare plants or animals.

The U S Fish and Wildlife Service website has been reviewed regarding threatened and endangered species. Their "official species list" provided by the New York Ecological Services Field Office (Cortland, NY) is attached in Appendix E. The list contains the

"Northern Long-eared Bat (*Myotis septentrionalis*)" with a status of "threatened". There are no critical habitats within the project area. As discussed in Article 2.2, the project site is primarily municipal roads, commercial parking areas and residential lawns. Negligible tree clearing is anticipated. The project is not expected to significantly impact the bat's habitat.

4.3 WETLANDS

The U S Fish and Wildlife Service website has been reviewed regarding federal wetlands. A copy of the "Federal Wetland Inventory" map is attached in Appendix B. The drawing indicates the presence of no federal wetlands on the project site.

The NYS DEC website has been reviewed. A copy of the DEC regulated wetland map is attached in Appendix B. The drawing indicates the presence of no State-regulated wetlands on the project site.

There are no streams, lakes or ponds in or adjacent to the project site. No stream crossings or national waters are involved on the project site.

4.4 FLOODPLAINS

There are no streams, lakes or ponds in or adjacent to the project site. FEMA floodplain mapping has been reviewed for the project site. See also the "Full Environmental Assessment Form -EAF Mapper Summary Report" attached in Appendix A. The project site is not within a floodplain.

4.5 COASTAL AREAS

The project site is not within the boundaries of a coastal zone management area and/or a Coastal Barrier Resource Area. See also the "Full Environmental Assessment Form -EAF Mapper Summary Report" attached in Appendix A.

4.6 IMPORTANT FARMLAND

The storm sewer's project area is located in a highly developed area in the middle of the Village of Boonville. There are few, if any, undeveloped parcels and the primary project area is near "full build-out". There is no farmland in the project area. The project site is not located in an Agricultural District.

4.7 ENVIRONMENTAL RISK MANAGEMENT

The proposed storm sewer will not release or generate hazardous materials substances or waste.

4.8 OTHER RESOURCES

The Federal Sole Source Aquifer Map indicates the project site is not located over a Federal aquifer. The "Full Environmental Assessment Form -EAF Mapper Summary Report" (Appendix A) indicates the presence of a "principal aquifer". The proposed storm sewer will not affect the aquifer. The project site is not located in a wellhead protection area.

The project site is not within the boundaries of a coastal zone management area and will not affect any coral reef ecosystems.

As mentioned in Article 2.3, no classified lands (parks, wilderness areas, state or national forests, etc) will be affected by the project. The project will not affect Adirondack State Park lands.

VILLAGE OF BOONVILLE / SUMMARY OF DEMOGRAPHICS and GEOGRAPHY

As of the census of 2010, there were 2,072 people, 877 households, and 537 families residing in the village. The population density was 1,202.0 people per square mile (463.8/km²). There were 960 housing units at an average density of 539.7 per square mile (208.2/km²). The racial makeup of the village was 99.49% White, 0.05% Black or African American, 0.19% Native American, 0.05% Pacific Islander, and 0.23% from two or more races. Hispanic or Latino of any race were 0.23% of the population.

There were 877 households out of which 28.2% had children under the age of 18 living with them, 45.6% were married couples living together, 11.4% had a female householder with no husband present, and 38.7% were non-families. 33.8% of all households were made up of individuals and 18.0% had someone living alone who was 65 years of age or older. The average household size was 2.26 and the average family size was 2.86. In the village, the population was spread out with 22.4% under the age of 18, 6.0% from 18 to 24, 26.1% from 25 to 44, 22.0% from 45 to 64, and 23.4% who were 65 years of age or older. The median age was 42 years. For every 100 females there were 87.7 males. For every 100 females age 18 and over, there were 79.4 males.

The median income for a household in the village was \$29,013, and the median income for a family was \$36,050. Males had a median income of \$28,583 versus \$22,219 for females. The per capita income for the village was \$16,870. About 8.8% of families and 12.0% of the population were below the poverty line, including 12.1% of those under age 18 and 10.6% of those age 65 or over.

GEOGRAPHY

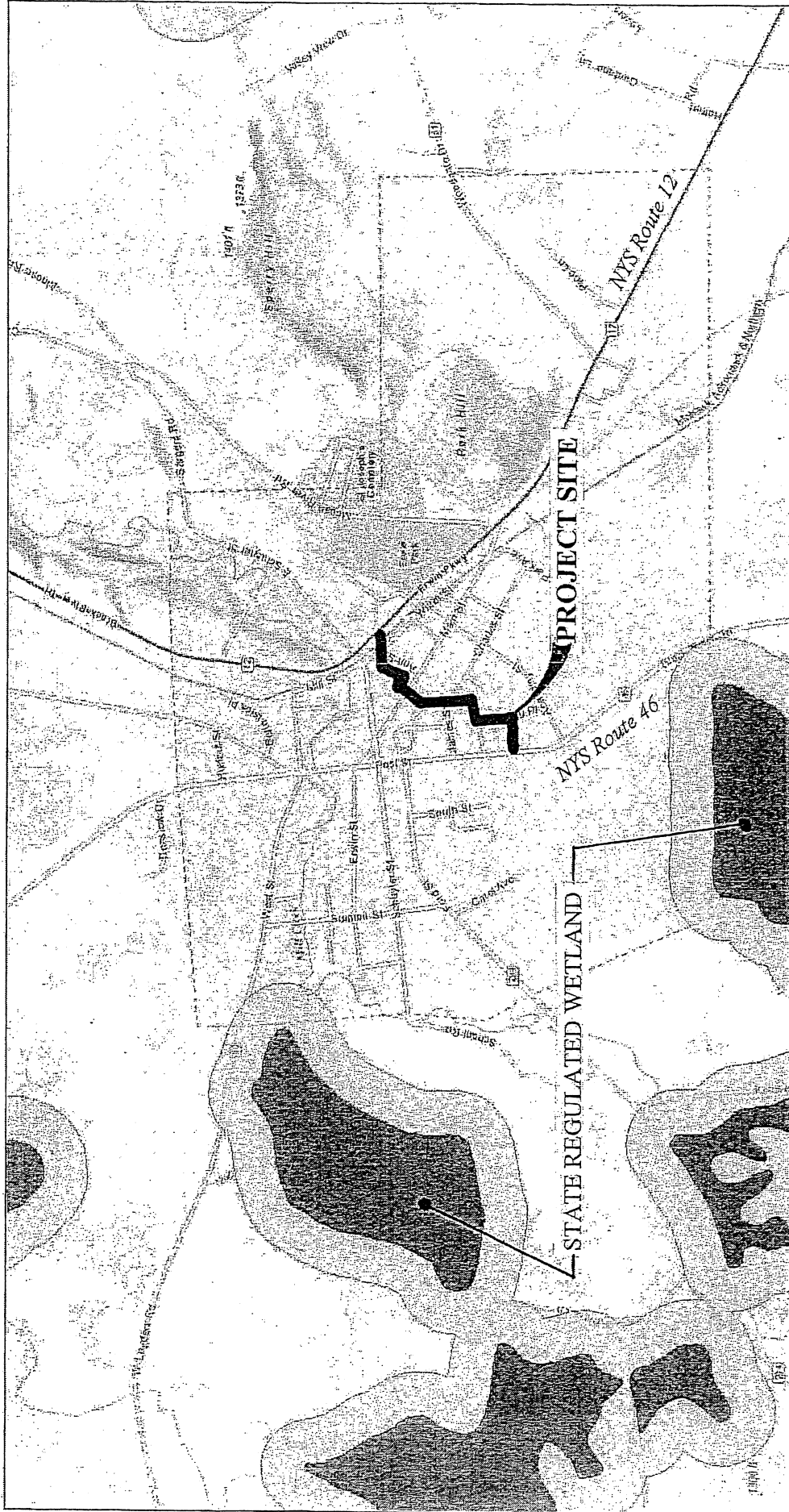
Boonville is located at 43°28'59"N 75°19'55"W (43.483201, -75.331945).

According to the United States Census Bureau, the village has a total area of 1.8 square miles (4.6 km²). None of the area is covered with water.

Boonville is at the convergence of NYS Route 12, NYS Route 12D, NYS Route 46, and NYS Route 294.

The geographic region is called the Tug Hill Plateau.

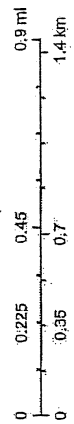
Boonville Box Culvert



March 4, 2017

VILLAGE OF BOONVILLE 1792 CULVERT STORM SEWER PROJECT STATE REGULATED WETLANDS

1:18,056



Sources: Esri, HERE, DeLorme, Intermap, Incorp., P. Corp., GEBCO, USGS, FAO, NPS, NRCAN, GEBCO, IGN, Kartegor N., Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, © OpenStreetMap contributors, and the GIS User Community

NYS Department of Environmental Conservation
Not a legal document

ALAN M. SWIERCZEK, P.E.

P.O. BOX 204
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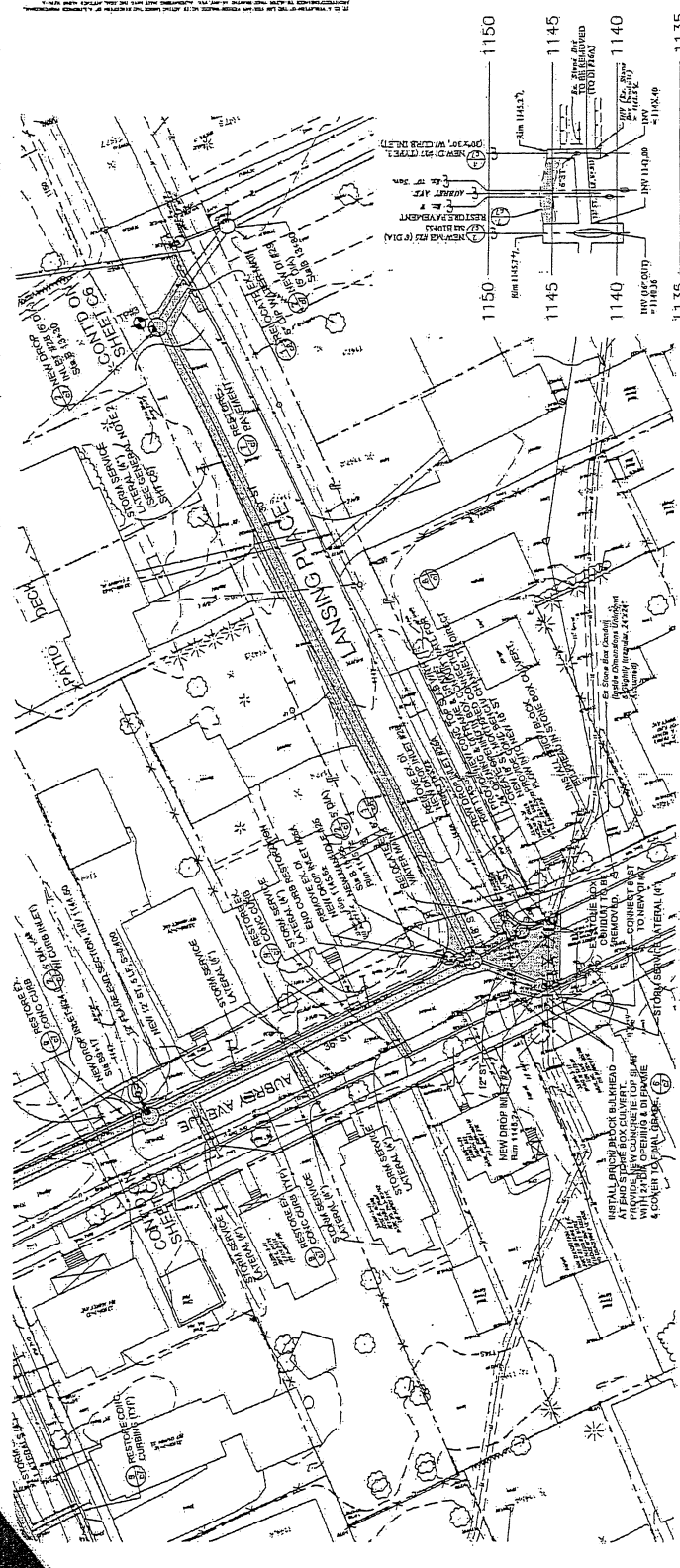
VILLAGE OF BOONVILLE, ONEIDA COUNTY, N.Y.
1792 BOX CULVERT
STORM SEWER PROJECT

PLAN &
PROFILE
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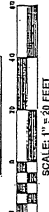
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3	1-10-12	AS	REVISED FOR CONSTRUCTION
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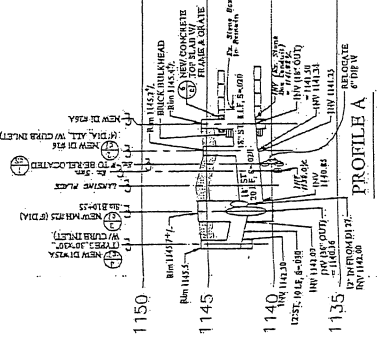


SITE PLAN



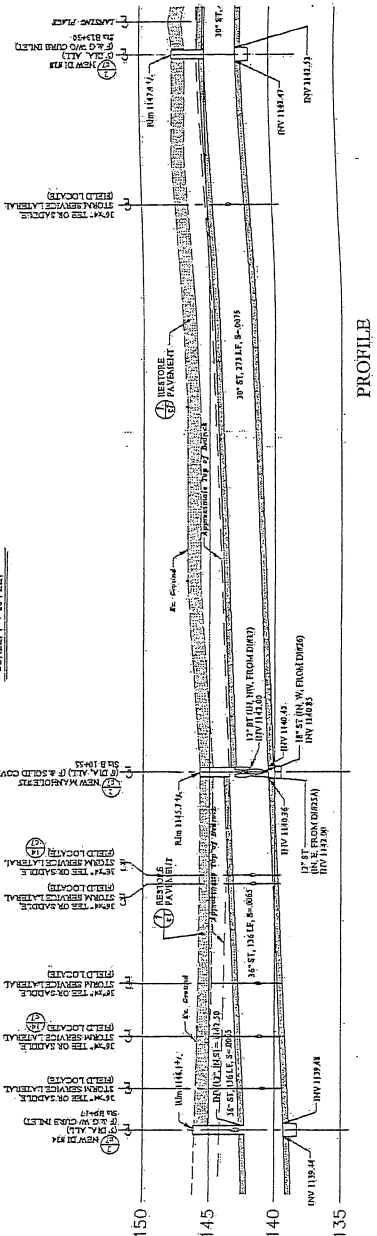
PROFILE B

SCALE: 1" = 20'



PROFILE A

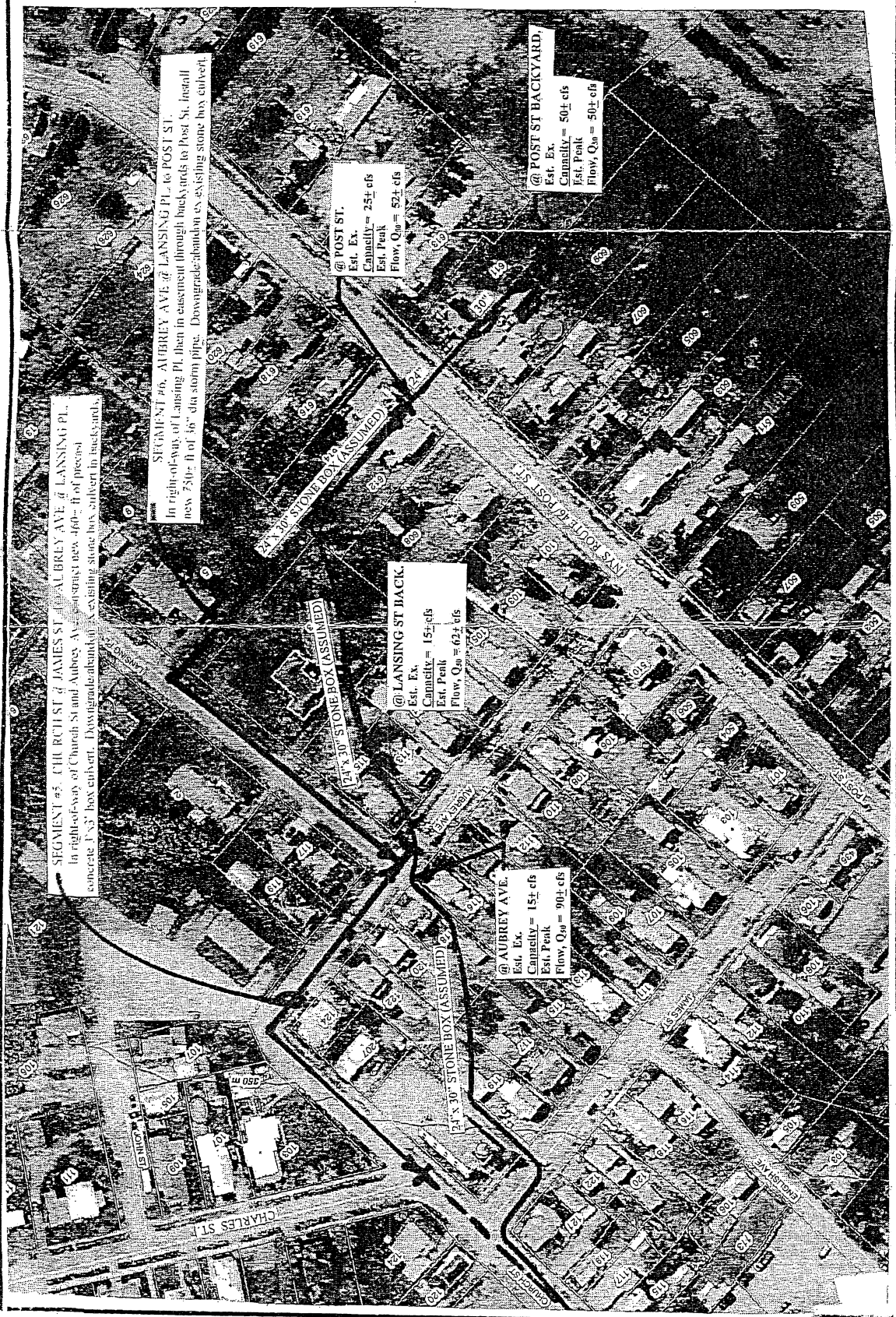
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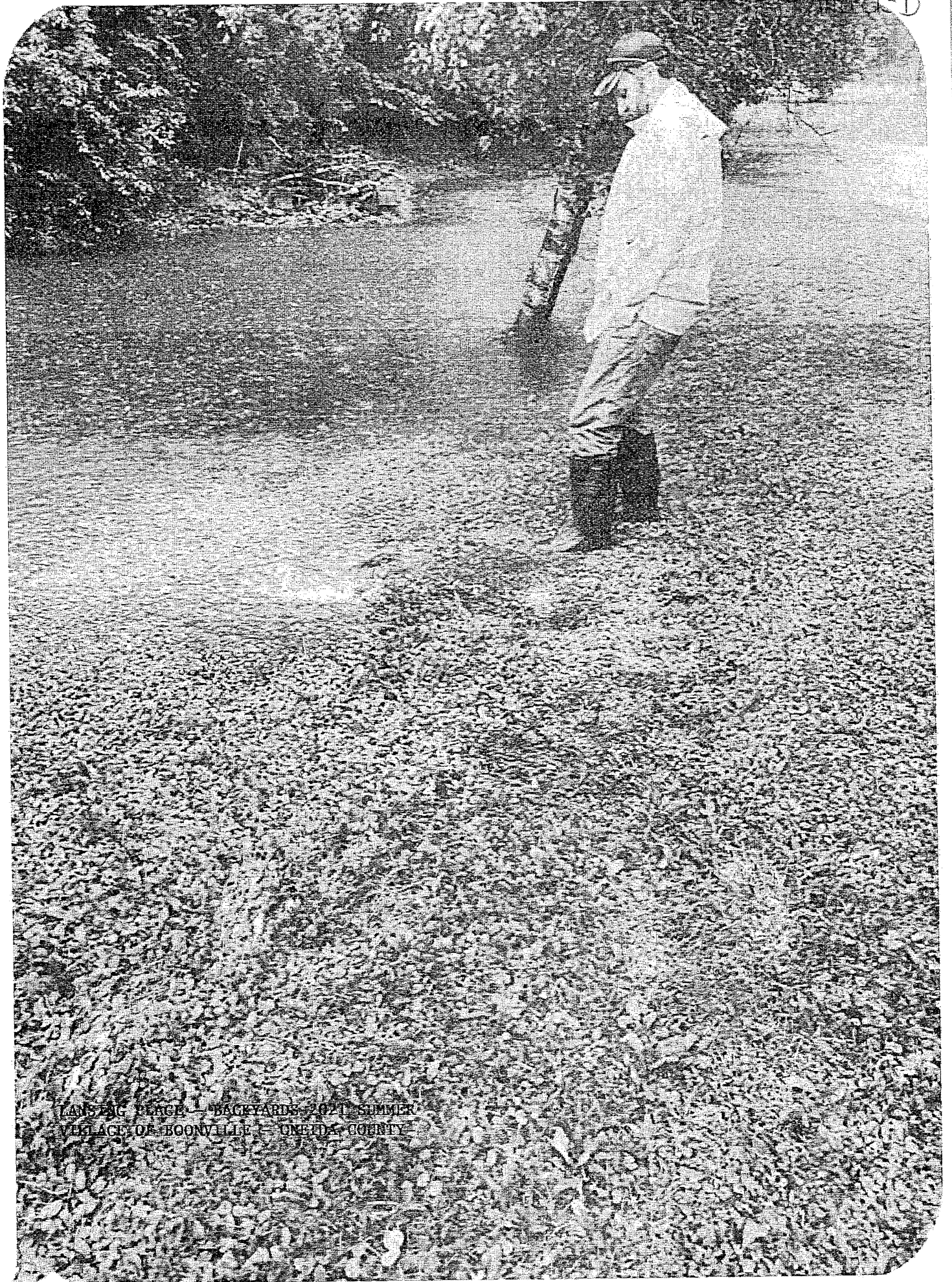
PROFILE

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Album-B



LANSING PLACE - BACKYARDS - 2021 SUMMER
VILLAGE OF BOONVILLE - ONEIDA COUNTY



Imagery ©2021 Maxar Technologies, New York, NY, Map data ©2021 100 ft

Attachment C

STATE OF NEW YORK PAGE 183
 COUNTY - Oneida VALUATION DATE-JUL 01, 2018
 TOWN - Boonville TAX MAP NUMBER SEQUENCE TAXABLE STATUS DATE-MAR 01, 2019
 VILLAGE - Boonville TAX MAP NUMBER SEQUENCE TAXABLE STATUS DATE-MAR 01, 2019
 SWIS - 302601 UNIFORM PERCENT OF VALUE IS 060.00

PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	TAXABLE VALUE	TAX AMOUNT
225 Academy St	TOTAL LAND 12,975		33,006-5-56	443.53
210 i Family Res	VET COM CT 41131 12,000			
Adirondack Cent 302601	COUNTY 38,623			389.41
FRNT 85,00 DPTH 160.00	HIGHWAY TOWNWIDE 39,500			53.92
EAST-1152189 NRTH-1270242				
DEED BOOK 2004 PG-7276				
FULL MARKET VALUE	85,833			
TOTAL TAX ---				443.53
229 Academy St	TOTAL TAX ---			419.23
220 2 Family Res	VET COM CT 41131 12,000			
Adirondack Cent 302601	COUNTY 38,600			389.00
Combined 33,006-1-58.1 &	HIGHWAY TOWNWIDE 36,800			50.23
FRNT 130.00 DPTH 160.00				
EAST-1152097 NRTH-1270195				
DEED BOOK 2788 PG-380				
FULL MARKET VALUE	81,333			
TOTAL TAX ---				419.23
239 Academy St	TOTAL TAX ---			923.76
484 office bldg	VET COM CT 41131 12,000			
Adirondack Cent 302601	COUNTY 22,900			226.56
FRNT 127.40 DPTH 122.30	HIGHWAY TOWNWIDE 80,700			61.14
EAST-1152008 NRTH-1270114				
DEED BOOK 2926 PG-17				
FULL MARKET VALUE	134,500			
TOTAL TAX ---				923.76
10 Lansing Pl	TOTAL TAX ---			326.80
210 i Family Res	AGED CNTY 41802 7,905			265.66
Adirondack Cent 302601	AGED TOWN 41803 26,350			61.14
FRNT 75.00 DPTH 83.50	COUNTY 44,795			
EAST-1151962 NRTH-1270202				
DEED BOOK 2015 PG-18407				
FULL MARKET VALUE	87,833			
TOTAL TAX ---				326.80

PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	TAXABLE VALUE	TOWN
SCHOOL DISTRICT	LAND	TAX DESCRIPTION	TAXABLE VALUE	
PARCEL SIZE/GRID COORD.	TOTAL	SPECIAL DISTRICTS		
33-006-5-62 Wyllie Robert O Jr. O'Brien Julie A 8 Lansing Pl Boonville, NY 13309	8,000 81,000 135,000	VET WAR CT 41121 COUNTY HIGHWAY TOWNWIDE	7,200 70,200 73,800	808.48** 808.48 808.48
33-006-5-63 McConnell Maxine Ferris Cynthia 6 Lansing Pl Boonville, NY 13309	8,025 53,500 89,167	VET WAR CT 41121 COUNTY HIGHWAY TOWNWIDE	7,200 18,190 46,300	808.48** 808.48 808.48
33-006-5-64 Brucker Irrevocable Trust 4 Lansing Pl Boonville, NY 13309	8,800 62,400 104,000	AGED CNTY 41802 AGED TOWN 41803 COUNTY HIGHWAY TOWNWIDE	12,480 31,200 49,920	338.29** 338.29 338.29
33-006-5-65 Carbone Heather 2 Lansing Pl Boonville, NY 13309	9,800 78,700 131,167	COUNTY HIGHWAY TOWNWIDE	78,700 78,700	900.67** 900.67 900.67

PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	COUNTY	TOWN	TAX AMOUNT
SCHOOL DISTRICT	LAND	TAX DESCRIPTION			
PARCEL SIZE/GRID COORD.	TOTAL	SPECIAL DISTRICTS			

3 Lansing Pl		COUNTY			
210 I Family Res	10,300	HIGHWAY TOWNWIDE			
Adirondack Cent 302601	85,200				
Combined with 33,006-5-67					
FRNT 150.00 DPTH 204.00					
EAST-1151726 NRTH-1270527					
DEED BOOK 2018 PG-11925					
FULL MARKET VALUE	142,000				

TOTAL TAX					
975.27**					
DATE #1 01/31/20					
AMT DUE 975.27					

33,006-5-69		COUNTY			
Pfendler Irrevocable Trust	10,000	HIGHWAY TOWNWIDE			
c/o Jane Pfendler, Trustee	70,000				
5 Lansing Pl					
210 I Family Res	116,667				
Adirondack Cent 302601					
FRNT 140.00 DPTH 204.00					
EAST-1151753 NRTH-1270385					
DEED BOOK 2014 PG-15792					
FULL MARKET VALUE					

TOTAL TAX					
801.29**					
DATE #1 01/31/20					
AMT DUE 801.29					

33,006-5-70		COUNTY			
Cinnamon Machine	8,000	HIGHWAY TOWNWIDE			
9 Lansing Pl	51,000				
210 I Family Res					
Adirondack Cent 302601					
FRNT 85.00 DPTH 204.00					
EAST-1151773 NRTH-1270273					
DEED BOOK 2013 PG-12752					
FULL MARKET VALUE	85,000				

TOTAL TAX					
583.79**					
DATE #1 01/31/20					
AMT DUE 583.79					

33,006-5-71		COUNTY			
Bailey Andrew R	8,000	VET COM CT 41131			
Kornmeyer Lynn A	62,000	HIGHWAY TOWNWIDE			
11 Lansing Pl					
210 I Family Res					
Adirondack Cent 302601					
FRNT 75.00 DPTH 204.00					
EAST-1151788 NRTH-1270193					
DEED BOOK 2349 PG-00036					
FULL MARKET VALUE	103,333				

TOTAL TAX					
537.06**					
DATE #1 01/31/20					
AMT DUE 537.06					

PROPERTY LOCATION & CLASS.	ASSESSMENT	EXEMPTION CODE	TOWN	TAX AMOUNT
SCHOOL DISTRICT	LAND	TAX DESCRIPTION		TAX AMOUNT
PARCEL SIZE/GRID COORD	TOTAL	SPECIAL DISTRICTS		
*****	*****	*****	33.006-5-72	*****
13 Lansing Pl	8,000	COUNTY	ACCT 004190	BILL 741
210 1 Family Res	68,000	HIGHWAY TOWNWIDE	68,000	685.57
Adirondack Cent 302601	8,000			92.82
FRNT 60.00 DPTH 204.00	68,000			
EAST-1151808 NRTH-1270126				
DEED BOOK 2016 PG-601				
FULL MARKET VALUE	113,333	TOTAL TAX		778.39**
*****	*****	*****	DATE #1	01/31/20
624 Post St	6,100	*****	AMT DUE	778.39
210 1 Family Res	40,100	*****	ACCT 003520	*****
Adirondack Cent 302601	6,100	COUNTY	40,100	BILL 742
FRNT 60.00 DPTH 222.50	40,100	HIGHWAY TOWNWIDE	40,100	404.29
EAST-1151590 NRTH-1270075				54.73
DEED BOOK 2432 PG-00005				
FULL MARKET VALUE	66,833	TOTAL TAX		459.02**
*****	*****	*****	DATE #1	01/31/20
622 Post St	5,200	*****	AMT DUE	459.02
210 1 Family Res	38,000	*****	ACCT 003530	*****
Adirondack Cent 302601	5,200	COUNTY	38,000	BILL 743
FRNT 30.00 DPTH 150.00	38,000	HIGHWAY TOWNWIDE	38,000	383.11
EAST-1151582 NRTH-1270157				51.67
DEED BOOK 2002 PG-01706				
FULL MARKET VALUE	63,333	TOTAL TAX		434.98**
*****	*****	*****	DATE #1	01/31/20
620 Post St	6,000	*****	AMT DUE	434.98
210 1 Family Res	49,000	*****	ACCT 003540	*****
Adirondack Cent 302601	6,000	COUNTY	49,000	BILL 744
FRNT 60.00 DPTH 215.00	49,000	HIGHWAY TOWNWIDE	49,000	494.01
EAST-1151573 NRTH-1270197				66.88
DEED BOOK 2743 PG-373				
FULL MARKET VALUE	81,667	TOTAL TAX		560.89**
*****	*****	*****	DATE #1	01/31/20
Boonville, NY 13309		*****	AMT DUE	560.89

Contract No.	<u>87845</u>
Amendment No.	<u>2</u>
Effective Date	<u></u>

Amendment

This Amendment modifies the Flood Mitigation Grant Agreement entered into this 24th day of September, 2019, between Oneida County (“COUNTY”), the Oneida County Soil and Water Conservation District (“DISTRICT”), and the Town of New Hartford (“GRANTEE”), as follows:

- Change in Project Work:** None
- Change in Term:** The term of the Agreement shall be extended from December 31, 2022 to December 31, 2025.
- Change in Amount of Grant:** The grant amount shall be increased by \$300,000 from \$180,000 to a revised total of \$480,000. See the Revised Project Plan attached hereto and incorporated herein as Exhibit A.

All other terms and conditions remain unchanged.

COUNTY

GRANTEE

Anthony J. Picente Jr.
Oneida County Executive

Paul Miscione
Town Supervisor

Date

Date

Approved

Robert E. Pronteau, Oneida County Attorney

Oneida County Soil and Water, Director

Contract No. 87845
Amendment No. 2
Effective Date _____

Amendment

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2. **Change in Term:** The term of the Agreement shall be extended from December 31, 2022 to December 31, 2025.
3. **Change in Amount of Grant:** The grant amount shall be increased by \$300,000 from \$180,000 to a revised total of \$480,000. See the Revised Project Plan attached hereto and incorporated herein as Exhibit A.

All other terms and conditions remain unchanged.

COUNTY

GRANTEE

Anthony J. Picente Jr.
Oneida County Executive

Paul Miscione
Town Supervisor

Date

Date

Approved

Robert E. Pronteau, Oneida County Attorney

Oneida County Soil and Water, Director



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program Application

Applicant Information

1. Municipality:

Town of new Hartford

2. Name of Chief Elected Official:

Paul Miscione Town Supervisor

3. Primary Contact and Title:

Richard Sherman Highway Superentendent

4. Mailing Address

8635 Clinton Street New
Hartford New York 13413

5. Email Address

rsherman@townofnewhartfordnu.gov

6. Phone Number

315 733-7500

7. Federal Employer ID Number (EIN):

15-100-1062

Project Information

1. Project Name:

Oneida Street storm water

2. Amount Requested:

300,000.00

2a. Total Project Cost:

600,000.00

3. Location:

New Hartford Town Line and City of Utica Line Oneida Street

4. Tax Parcel ID Number(s):

339.008-3-24.1

339.008-3-6

5. Brief Description of Project Type: (i.e: stream stabilization, box culvert righting, updating zoning)

Concrete box culvert underneath Oneida Street 14' X48' with concrete wing walls.

Project Information Continued

6. Project Start Date:

09/21

7. Estimated Duration of Construction:

11/30/21

8. Is the Project Located On: Public or Private Land ? (check one)

9. Does Applicant Own or have Easement ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)

11. Affected Waterbodies:

Sauquoit Creek

12. List Required Permits:

None

Supporting Documents

- ◇ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◇ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◇ Photographs of the project site
- ◇ Location maps
- ◇ Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual	275,000.00	275,000.00	
Equipment			
Engineering	25,000.00	25,000.00	50,000.00
Supplies			
Other			
Total	300,000.00	300,000.00	600,000.00

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Band	300,000.00
Total	\$ 300,000.00

Please return application and supporting materials to:

Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email planning@ocgov.net



LILLIAN BONGROLM
2853 OFFICIA ST.

UTICA
NEW HARTFORD
INSTALL PRECAST CONCRETE
HEADWALL, MANHOLES, CUTOFF
WALL, AND APPROX

PAVA 4" THICK PRECAST
CONCRETE BOX CORNERS
(2) 14" x 24"

STABILIZE GREEN BED AND
BANKS WITH HERBINA STONE
FILLING INTEROF ITEM NO.
71333100

CONNECT EXISTING 15" CAP
TO NEW BOX CULVERT.
CONNECT DRAIN LINE FROM
METER PIT TO NEW BOX CULVERT
PROPOSED METER PIT
(SEE DETAIL 12, SHEET 005)

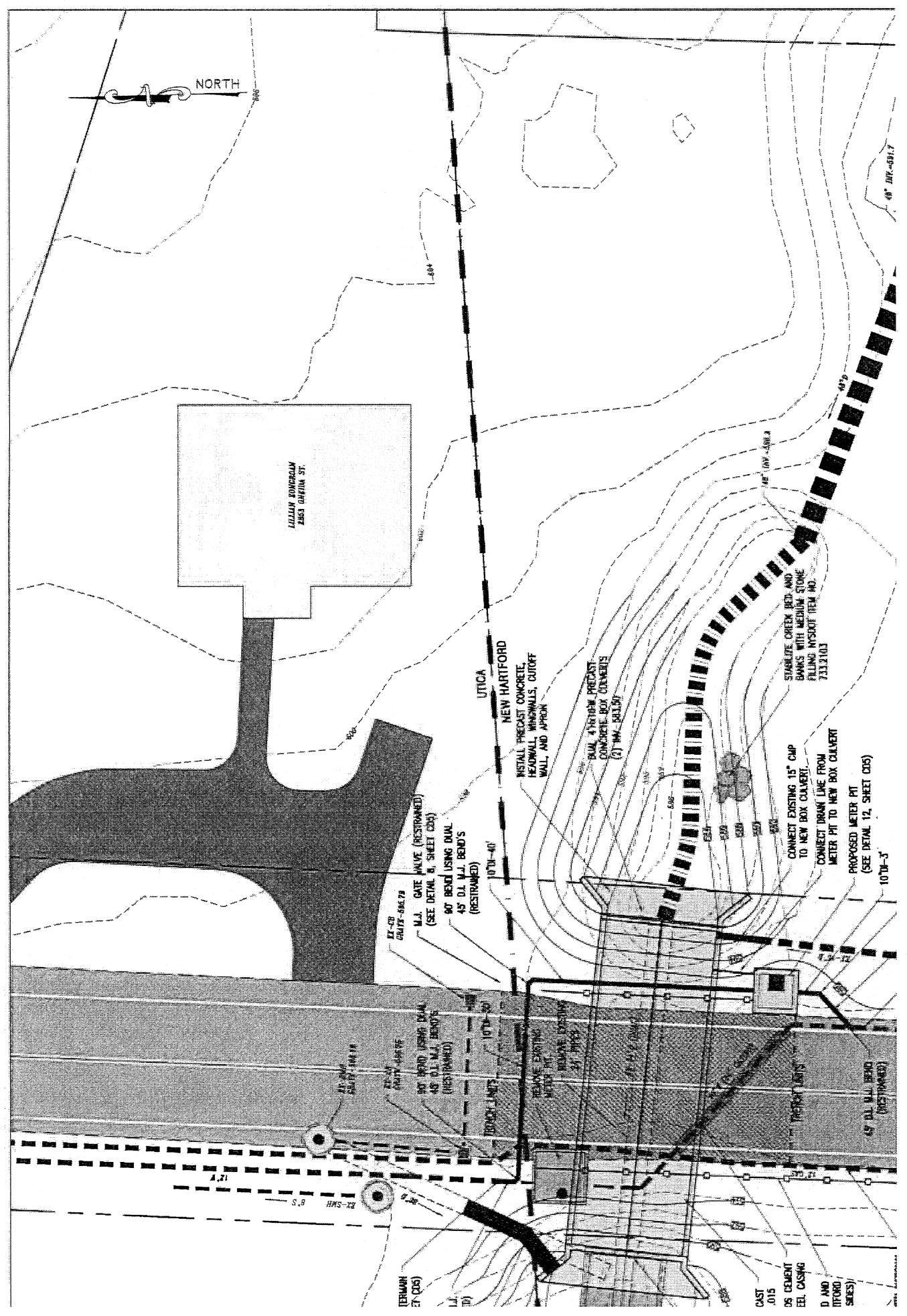
M.J. GATE VALVE (RESTRAINED)
(SEE DETAIL 8, SHEET 005)
90 BEND USING DUAL
45 D.I. M.J. BENDS
(RESTRAINED)

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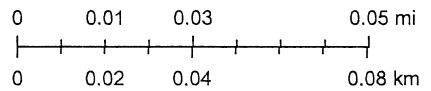
Oneida Street, New Hartford



12/6/2021, 9:42:48 AM

1:2,257

- | | | | | | |
|--|--------------------------------|--|-----------------|--|----------------|
| | OC Parcel Search _Query result | | OC Roads | | COUNTY |
| | FEMA Base Flood Elevations | | LOCAL & OTHER | | FEDERAL |
| | OC Water Bodies | | COUNTY | | STATE |
| | OC Streams, Creeks, & Rivers | | PRIVATE | | THRUWAY |
| | OC NYS Wetlands | | STATE | | PRIVATE |
| | NYS Federal Wetland Inventory | | HC Roads | | HC Tax Parcels |
| | OC Tax Parcels | | LOCAL AND OTHER | | |



New York State, Maxar, Microsoft

FLOOD MITIGATION GRANT AGREEMENT BETWEEN
THE COUNTY OF ONEIDA,
THE ONEIDA COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND
THE TOWN OF NEW HARTFORD

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Avenue, Utica, New York (hereinafter the "County"), the Oneida County Soil and Water Conservation District, a Soil and Water Conservation District organized and existing under the laws of the State of New York, with its principal place of business located at 121 Second Street, Oriskany, New York (hereinafter the "District"), and the Town of New Hartford, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 8635 Clinton Street, New Hartford, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the District has the expertise necessary to assist in designing and implementing such flood mitigation measures, including engineering services, mapping, surveying and technical assistance in guiding the Grantee through the process of finalizing a grant application and planning a project; and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant") to replace and rightsize culverts on Oneida Street, and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County, the District and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed **one hundred eighty thousand dollars (\$180,000.00)**.

B. COUNTY SHARE

1. The County shall award the Grantee \$180,000.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed one hundred eighty thousand dollars (\$180,000.00).
2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project. In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County and District, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit A. The Project Plan, prepared by the Grantee, dated May 2018, and consisting of 38 pages, is incorporated herein. The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County, the District and the Grantee must agree on

any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County, the District and the Grantee pursuant to the notice provisions of Section IV of this Agreement.

3. The Grantee agrees to take “before and after” photographs of the Project and shall provide copies of all photographs to the County and the District as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project’s implementation costs, in Program funds.
2. The County shall coordinate with and regularly meet with the District to review and ensure the progress and level of completeness of the Project, as well as the processing of payments.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by Oneida County for the implementation of an approved Project under the Grant Program.
2. The Grantee’s Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the District, as shown in the Project Plan, attached hereto as Exhibit A.
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee’s project designer, and subsequent approval of the County and the District.
4. The terms of this Agreement shall cover the life span of all Projects implemented under this Agreement as set forth in the District policies. These Projects will be operated and maintained in accordance with the Project Plan developed for these Projects. The Grantee hereby acknowledges that it has received a copy of the Project Plan, and has read, understood and agrees to be bound by all the terms and conditions contained therein.

5. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
6. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
7. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
8. The Grantee will work with the District to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the District or the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County and the District. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
9. The Grantee agrees to indemnify, hold harmless and defend the County and the District from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below
10. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
11. The Grantee agrees to indemnify, hold harmless and defend the County and the District from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.
12. The Grantee will allow access to the County, the District or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.

13. The Grantee shall allow reasonable access to the County, the District, or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
14. Upon completion of the Project, the Grantee will obtain certification from the County and the District that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the District and the County for reimbursement.
15. The Grantee shall provide fifty percent (50%) of the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
16. The Grantee will indemnify, hold harmless and defend the District and the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.

D. DUTIES/REPRESENTATIONS OF THE DISTRICT

1. The District shall provide the Grantee with a Design Cost Estimate ("DCE") and the method of procurement that must be used for the approved Project.
2. The District shall direct the installation of the Project, and after installation determine that the installation meets all applicable standards and specifications, District criteria, and manufacturer's recommendations.
3. The District shall assure that, unless otherwise specified, all materials used are in new condition, and that both materials and workmanship is of good quality and is completed in a timely manner.
4. At the Grantee's request, and upon certification of a properly constructed and implemented Project, receipt of appropriate invoices, bills and other documentation as well as a copy of the signed Grantee-subcontractor contract, the District will authorize the County to issue payment directly to the subcontractor on behalf of the Grantee. No partial payments will be made for a Project under construction. The acceptance of the contract sum shall constitute a waiver by the subcontractor of any claims to be made for further payments by the District or the County. Neither the

District or the County are responsible for any and/or all late payment fees or interest payments.

5. The District shall provide the Grantee with a written copy and a briefing on the Project Plan for the Project.
6. The District shall issue to the Grantee a properly executed Internal Revenue Form 1099-Misc., and any other documentation required by the Grantee, to properly account for this Project.

E. TERMINATION AT REQUEST OF GRANTEE

The District or the County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project due to financial difficulties. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay to the District all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators.”

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, NY 13501
Phone (315) 798-5710
Fax (315) 798-5852

C. The District's authorized representative for the Grant Program is:

Kevin Lewis, Director
Oneida County Soil and Water Conservation District
121 Second Street
Oriskany, NY 13424
Phone: (315) 736-3334
Fax: (315) 736-3335

D. The Grantee's authorized representative for the Grant Program is:

Richard Sherman, Highway Superintendent
Town of New Hartford Highway Department
111 New Hartford Street
New Hartford, NY 13413
Phone: (315) 724-4300 Ext. 1

V. COSTS

A. **ELIGIBLE COSTS:** Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and
 - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.

B. **NON-ELIGIBLE COSTS:** Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

1. Any costs incurred before the effective date of this Grant;
2. Fund raising;

3. Taxes, except sales tax on goods and services;
4. Insurance, except title insurance;
5. Attorney fees; except for acquisition and clearing title to land;
6. Loans, grants, or subsidies to persons or entities for development;
7. Bad debts or contingency funds;
8. Interest;
9. Lobbyists; and
10. Political contributions.

VI. PAYMENT OF GRANT MONIES

A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the District and the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

- B. **ADVANCEMENT:** Under this Grant, the County agrees to advance up to fifty (50%) percent, or ninety thousand dollars (\$90,000.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County, the District, or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.
- B. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the District's option, defend, the District, and/or its officers, directors, members, agents, employees, contractors and

other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys’ fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee’s authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee’s authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 - 2. Workers Compensation and Employers Liability
 - a. Statutory limits apply.

3. Automobile Liability

- a. Business auto liability with limits of at least \$1,000,000 each accident.
- b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be not less than \$5,000,000 each occurrence.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2019, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County, the District or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County and the District.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

- 1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
- 2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
- 3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

- 1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).

2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

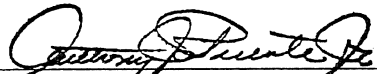
XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, the Addendum - Standard Oneida County Conditions.
- B. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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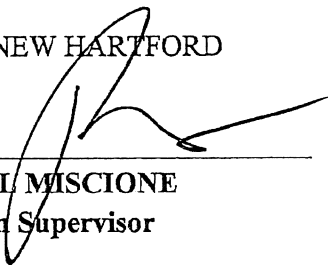
IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: 

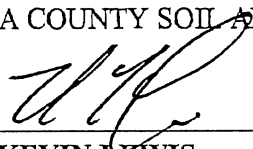
ANTHONY J. PICENTE, JR.
Oneida County Executive

TOWN OF NEW HARTFORD

By: 

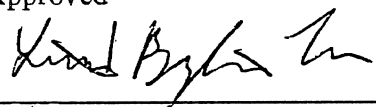
PAUL MISCIONE
Town Supervisor

ONEIDA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: 

KEVIN LEWIS
Executive Director

Approved



Linda B. Lark
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 14th day of August, 2019, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Oneida County Flood Mitigation Grant Program Application

APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

PROJECT INFORMATION

1. Project Name:
2. Amount Requested:
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

6. Project start date:
7. Estimated Duration of Construction:
8. Is the project located on: Public or Private Land ? (check one)
9. Does Applicant Own or have Easement ? (check one)
10. Have there been repetitive losses/repairs at this location? Yes or No (check one)
11. Affected Waterbodies:
12. List Required Permits:
- NYSDEC Water Quality Certification
 NYSDEC Stream Disturbance
 Nationwide 27 USACE

SUPPORTING DOCUMENTS

- o Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- o Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- o Photographs of the project site;
- o Location maps; and
- o Budget (See page 3 for format) including narrative that describes sources of matching funds.

BUDGET

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual	90000	90000	180,000.00
Equipment			
Engineering	15000	15000	30,000.00
Supplies	75000	75000	150,000.00
Other			
Total	180,000.00	180,000.00	360,000.00

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA's schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

MATCH FUNDS

Brief Description of Source of Match Funds	Amount
Town of New Hartford: trucking, site restoration,	\$180,000.00
Total	\$ 180,000.00

Project Overview:

Two un-named, un-classified tributaries to the Sauquoit Creek have become destabilized due to the impacts of urbanization and more frequent, higher intensity storm events. These join and cross Oneida Street at the Utica boundary before flowing into the Sauquoit Creek (Please see attached plan view and location maps). Additional stormwater runoff directed to these channels from residential and commercial development in the upper portion of the watershed has contributed to incisement of the channels and undermined streambanks that are failing throughout the reaches. Additionally, the residential roads constructed since the 1950s have undersized culverts at stream crossings that become easily blocked and contribute to flooded roads and homes. This project entails stabilizing the two tributaries from Brantwood, across Thurston (aka Bradley) and Oneida Street to the outlet at the Sauquoit Creek. For this project, the two channels crossing Thurston will be referred to as the Northern and Southern tributaries. The Northern Tributary originates in the vicinity of the northwestern corner of the intersection of Higby and Valley View Road. The Southern tributary originates in the vicinity of the Perry school campus. Combined, the two watersheds drain approximately 200 acres. This does not include the stormwater runoff directed toward the streams from outside of the watershed boundaries. These tributaries join upstream of the Oneida Street culvert which is located on the town's northern border with the City of Utica. Utilities are present on site and need to be addressed in the final design.

The SWCD staff surveyed the streams in May of 2018. The survey for the Northern tributary started upstream of the Brantwood culvert. The survey for the Southern tributary started above Thurston. The streams join upstream of Oneida street where the channel is directed toward twin 2' diameter smooth bore (vitrified clay?) culverts which are perched at their outfall. From the perched Oneida street culverts, the stream becomes an extremely unstable and incised gully that joins Sauquoit Creek downstream of the sanitary sewer line owned by the Town of New Hartford.

Throughout both channels and continuing downstream toward the Sauquoit, it is evident that previous efforts have been made to try to control the degradation of the stream bed. In the upper reaches of the northern tributary, gabion baskets and modified water control structures were installed in the channels to try to capture sediment (shale fragments), protect culverts and prevent bank failure. While some of the structures have been outflanked or undermined, several are still holding back sediment but the bank failures and degrading stream bed seem to require something more robust. The current proposal initiated with the Town of New Hartford's plan to replace the undersized and failing Oneida Street culvert at the New Hartford/Utica line. However, work here also includes the opportunity to right size culverts on Thurston and Brantwood and create stable stream conditions that may also be conducive to habitat. Therefore, the proposed project includes multiple grade control structures as well as culvert right sizing, stream daylighting and culminates in stream and floodplain restoration in the Sauquoit Creek where the channel is entrenched. The entrenched conditions in the Sauquoit are contributing to the erosion of the eastern (right) bank below the town's sanitary sewer line. While the toe of this slope is relatively stable as evidenced by the rip rap, the upper portion of the bank is failing and the landowner reports lateral migration of several feet in the 7.1.17 storm. This is likely due to the fact that the channel is entrenched so small storms aren't affecting the bank above the existing rip rap but large storms that have flows higher than the rip rap are erosive and undermining the bank. By reconnecting the stream to a floodplain proposed on the western bank, the entrenchment should be reduced thereby protecting the upper portion of the bare bank.

Data:

The drainage area for the Oneida Street culvert is 0.3 square miles with 40% of the land use considered impervious. The overall water surface slope from Brantwood to the confluence with the Sauquoit Creek is 6.9%. Sinuosity is 1.05. The bed of the channel is largely a combination of limestone or shale. The shale is friable and becomes mobilized in storm events and contributes to culvert blockages on Brantwood, Thurston and Oneida Street. In the section below Oneida Street, bedrock is not visible but the clay bed is providing grade control. Numerous waterfalls are evident throughout the reach especially between Brantwood and Thurston. In the section between stations 13+50 and 18+20, the stream is conveyed through 4 separate culverts all of which are undersized and become blocked in storm events. Based on cross section data, the upper reaches of the northern tributary appear to be Rosgen F1b while the upper reaches of the southern tributary appear to be Rosgen G1 channels. The conceptual design would convert these to stable A or B channels. There were no stable reference cross sections found in the 2060 linear feet surveyed. Bankfull dmax was 4' at

15+75 which should be considered the maximum scour depth. The StreamStats data is only applicable for Rosgen C type streams that aren't incised. Nonetheless, the Streamstats recommended bankfull dimensions for a 0.3 drainage area are as follows:

- Bankfull width: 8 feet
- Bankfull depth: 0.5 feet
- Bankfull area: 4 sq. feet

Actual bankfull areas calculated in cross sections throughout the reach were nearly twice the recommended values.

Design Components: Given constraints with funding, all proposed components may not be possible. Highest priority is given to replacement of the Oneida Street culvert as it will have the most public benefit. However, all components proposed are considered necessary to prevent further sedimentation in the Sauquoit Creek and prevent roads from flooding as frequently. Please see the attached plan view and profiles and typicals for the project.

Northern Tributary: The drainage area is 0.16 square miles above Brantwood. The water surface slope is 6.9%. The bed consists of gravel size shale fragments on the friable shale bed. The shale is erodible and easily mobilized in storm events. This section includes a 24" stormwater outfall from Forest Road that cascades onto 3 feet of rip rap. Below the stormwater outfall, a previous stormwater basin was placed in the channel and consists of a settling pond with a 36" hi Q pipe. The structure has been outflanked on several occasions and is failing. The channel then enters the 36" concrete culvert that crosses Brantwood on a 6.5% slope. The pipe under Brantwood has reportedly clogged causing Brantwood to flood in large storm events. The outfall of this pipe cascades over limestone steps for a drop of 1.8 feet. One section of the culvert has been displaced and is in the scour pool on the downstream side of the culvert. The channel throughout is incised (Rosgen F1b) with an entrenchment ratio of 1. Multiple waterfalls exist in the section and habitat restoration and passage improvement may not be possible due to natural conditions. Previous grade control structures comprised of rip rap boulders as well as gabion baskets have been outflanked but have held up well considering the heavy storms that have occurred. At Thurston, the channel is conveyed via a 24" corrugated metal pipe on a 6.3% slope. This pipe repeatedly clogs in large storm events and the town has attempted to excavate the upstream invert to maintain passage but the mobile bedload repeatedly clogs the pipe. From the outfall on Thurston, the stream varies from an open channel to an enclosed system. At station 14+95, the flow is conveyed via a 36" corrugated metal pipe where a concrete slab is severely undermined and appears dangerous. At station 16+15, the stream is joined by the southern tributary (see next section) via a 36" corrugated metal pipe with a rusted out base.

For this section, we propose the following elements:

- 1) Remove the existing sediment basin above Brantwood and stabilize the section with in-stream grade controls comprised of rock and log structures.
- 2) Replace the existing pipe under Brantwood with a pipe arch with a 12' span and a 6'3" rise and eliminate the barrier at the downstream outlet. Grade controls (ie, a constructed riffle or baffles) will be needed inside the pipe as the slope is already over 6%.
- 3) Consider grade controls where the channel is accessible to equipment. Grade controls consisting of rock are recommended to prevent further degradation of the bed and help mobilized shale fragments from clogging the culverts. The rock may need to be pinned to the shale/limestone bed. Where gabions are failing, remove and replace with rock grade controls. A full design will follow.
- 4) Replace the Thurston Crossing with a 12'3" span 4'5" arch to better accommodate the bankfull width and prevent future blockage.
- 5) Between Thurston and Oneida Street, remove the piping and daylight approximately 300 linear feet of the channel and re-establish proper bankfull dimensions and re-establish a fully vegetated, unmowed floodplain. In stream grade controls will be necessary throughout given the approximately 6% slope of the channel through this reach.

Southern Tributary: The Southern tributary to the Oneida Street culvert was also studied in May of 2018. This channel is likely a Rosgen G1 and has a water surface slope of 5.6%. The drainage area is 0.9 square miles above Thurston. Like the Northern Tributary, this is an incised channel on bedrock (mostly friable shale). Previous attempts at in stream grade control have held up well but may need to be reinforced to prevent outflanking and aid in sediment transport control.

Conceptual Design: Oneida Street Tributary Stabilization Project, Town of New Hartford, May, 2018

The stream crosses Thurston via a 24" corrugated metal pipe with at least 0.5' of sediment accumulation at the upstream invert. This pipe frequently becomes blocked in storm events and causes flooding on Thurston. After crossing Thurston, the stream continues for approximately 150 linear feet in a 24" corrugated metal pipe in a lawn area. The corrugated metal pipe is severely rusted at the base. Upon outletting from the 24" pipe, the channel is briefly daylighted in an armored channel with failing concrete walls. The bankfull width for the channel should be in the 10' range and the channel is approximately 5' bankfull width. The channel is then directed to a 36" corrugated metal pipe with a rusted base until it outlets into the main channel.

For this section, we propose the following design elements:

- 1) In stream rock grade controls where the channel is accessible.
- 2) Right size the Thurston Crossing.
- 3) Daylight the channel (with landowner's permission, verbal permission granted in May 2018 by Mr. Diadotti(?)) to proper bankfull dimensions with in-stream grade controls consisting of rock/log structures.

Oneida Street Crossing:

The crossing at Oneida Street is very unstable. The existing twin 2.2' diameter smooth bore pipes are grossly undersized for the 0.3 square mile drainage area. The southern culvert pipe is entirely blocked at the upstream extent and only the northern culvert is visible. Oneida Street, a main thoroughfare through the Town of New Hartford, floods as a result of the blockage in the existing culvert. Further, the road is failing due to the failing pipe. Below the outfall, the channel is conveyed in an overly narrow concrete swale in a concrete walled section. Flow from the flooding channel overtops Oneida Street and enters the downstream resident's lawn, cascading down the steps and eroding a path through the yard. This is causing erosion on the land-side of the concrete retaining wall during large storm events. The channel slope from Oneida Street to the Sauquoit Creek is over 9%. The bed is severely degrading, the banks are highly erosive and unstable adding large volumes of sediment to the Sauquoit. At station 20+50, a nearly 4' deposit has formed at the base of the channel before outletting into the Sauquoit Creek.

For this section, we propose the following design elements:

- 1) Replace the Oneida Street culvert with an aluminum plate pipe arch with a 14' span and an 8'7" rise to accommodate bankfull properly and prevent future blockage. Additionally, this will allow for improved flow through the pipe and reduce exit velocities which should also reduce erosion potential on the downstream channel between Oneida Street and the Sauquoit. Given the presence of utilities (water/sewer) along the culvert, the design will also require approval from the City of Utica.
- 2) Incorporate approximately 250 linear feet of Regenerative Step Pool Conveyance System in the stream section between Oneida Street and the Sauquoit Creek in order to stabilize the bed and reduce bank erosion. The RSPCS has been used successfully in Anne Arundel County of Maryland. The USFWS is assisting with the design of the structure. The basic concept is to raise the bed of the channel to help prevent the further collapse of the banks. The material used to build up the channel also allows for infiltration and therefore, stormwater storage within the channel. The design also incorporates grade controls and rock riffles to help stabilize the bed.

Sauquoit Creek work:

Immediately above the outlet of the Oneida Street tributary, the Town of New Hartford installed a rock cross vane to protect the sanitary sewer line. The sewer line had failed in 2015 and the cross vane was installed within the same year. Also, the east bank downstream of the cross vane is bare, vertical and approximately 20 feet high. The toe of the bank is not erosive as evidenced by the rip rap armoring that hasn't been displaced in storm events. However, because the Sauquoit is entrenched in this section, smaller flood flows are contained in the channel and the floodplain on the west side has been disconnected in bankfull events. The floodplain is engaged in very large events such as the 7.1.17 storm. In these large events, the bank above the rip rap is susceptible to erosion and undermines the mature trees at the top of the bank. In order to reduce the entrenchment, we propose reconnecting the floodplain on the west side. Unfortunately, this will require removal of a forested area to excavate a floodprone area. However, upon achieving final grade, the area will be re-vegetated with conservation seed mix and riparian bare root stock trees and shrubs. All vegetation will be native to New York. By reconnecting the floodplain on the west bank, we hope to reduce the erosion

Conceptual Design: Oneida Street Tributary Stabilization Project, Town of New Hartford, May, 2018

potential on the east bank. If needed, there is heavy stackable rock rip rap that has deposited in the channel at the outlet of the Oneida Street tributary. This can be reconfigured in the channel to create a J hook which will induce deposition on the toe of the east bank. However, as previously noted, the toe is not erosive on the east bank. Other alternatives to stabilize the upper bank can be considered but are quite costly and access to the site from the top of the bank is not ideal.

Summary of Proposed Elements:

4 culvert right-sizing projects

300 linear feet of stream daylighting

270 linear feet of constructed riffle/Regenerative Step Pool Conveyance System

500 (estimated) linear feet of in-stream grade controls.

Permits:

NYSDEC Stream Disturbance and Water Quality Certification for Sauquoit Creek work.

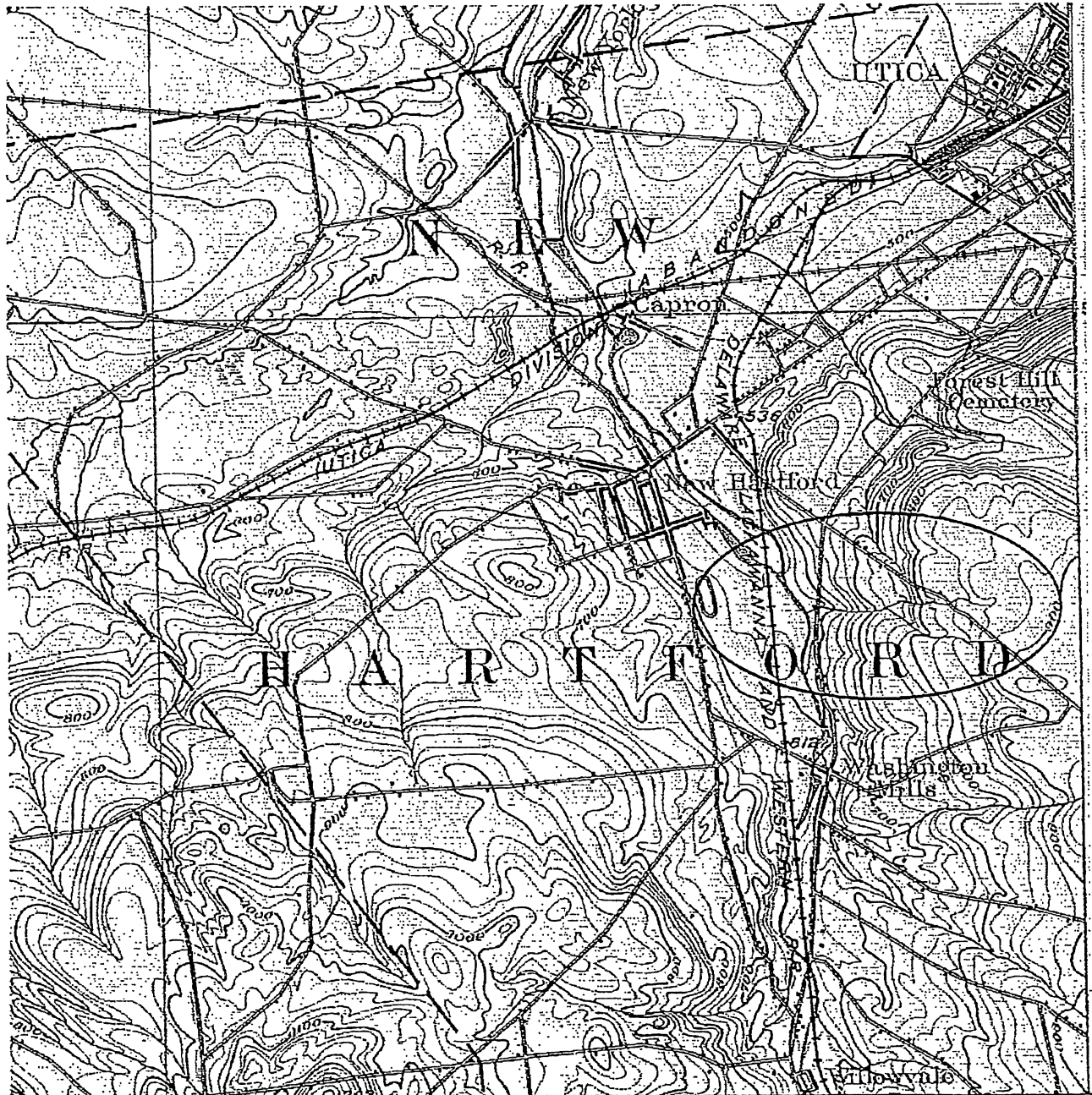
NYSDEC Water Quality Certification for tributary work

USACE Nationwide 27 with USFWS for all proposed channel work.

Disturbances will be kept to less than 1 acre.

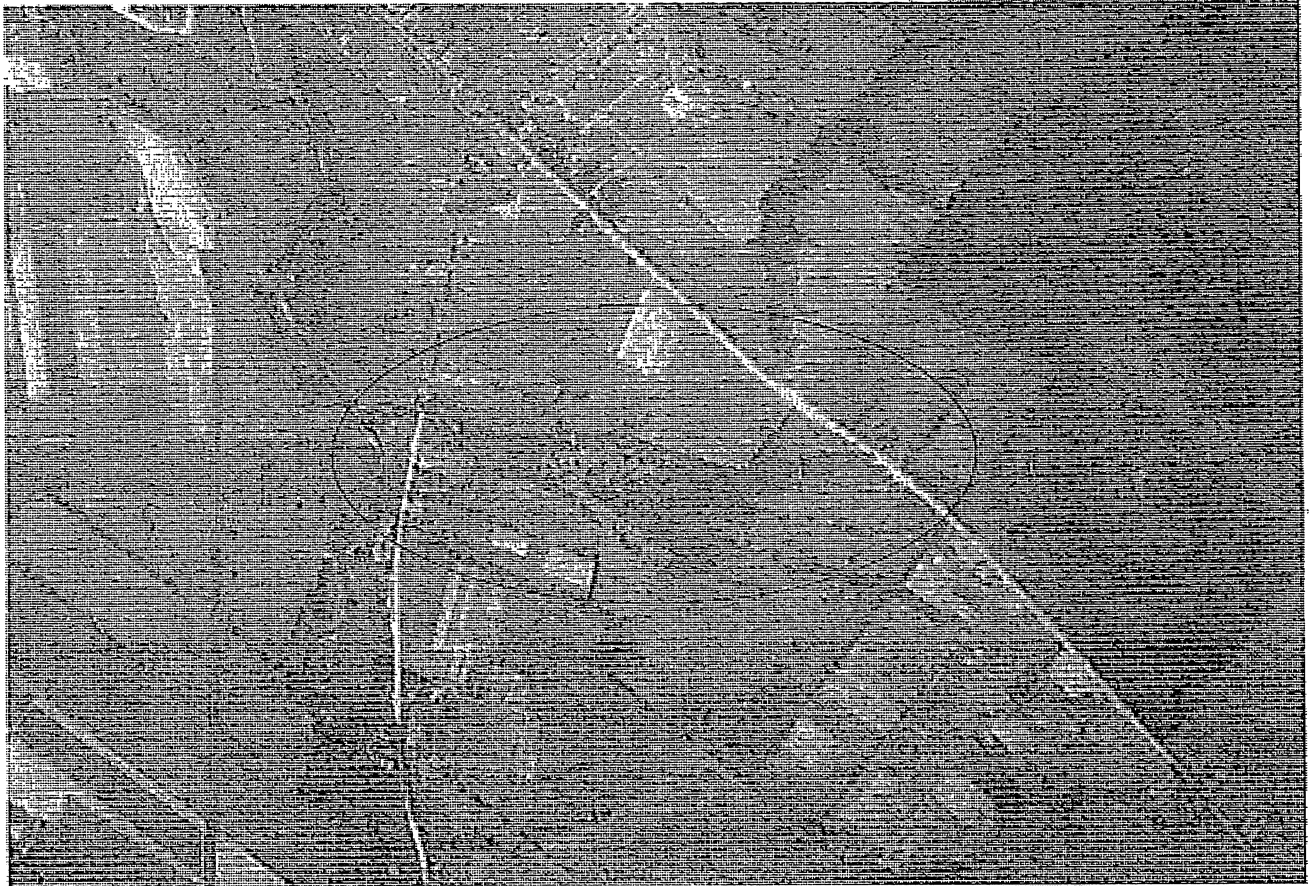
Site Restoration:

All disturbed areas will be seeded and mulched to facilitate re-vegetation and erosion control. Every effort will be made to preserve mature, healthy vegetation. Work will be undertaken in the lowest water levels in order to minimize turbidity.



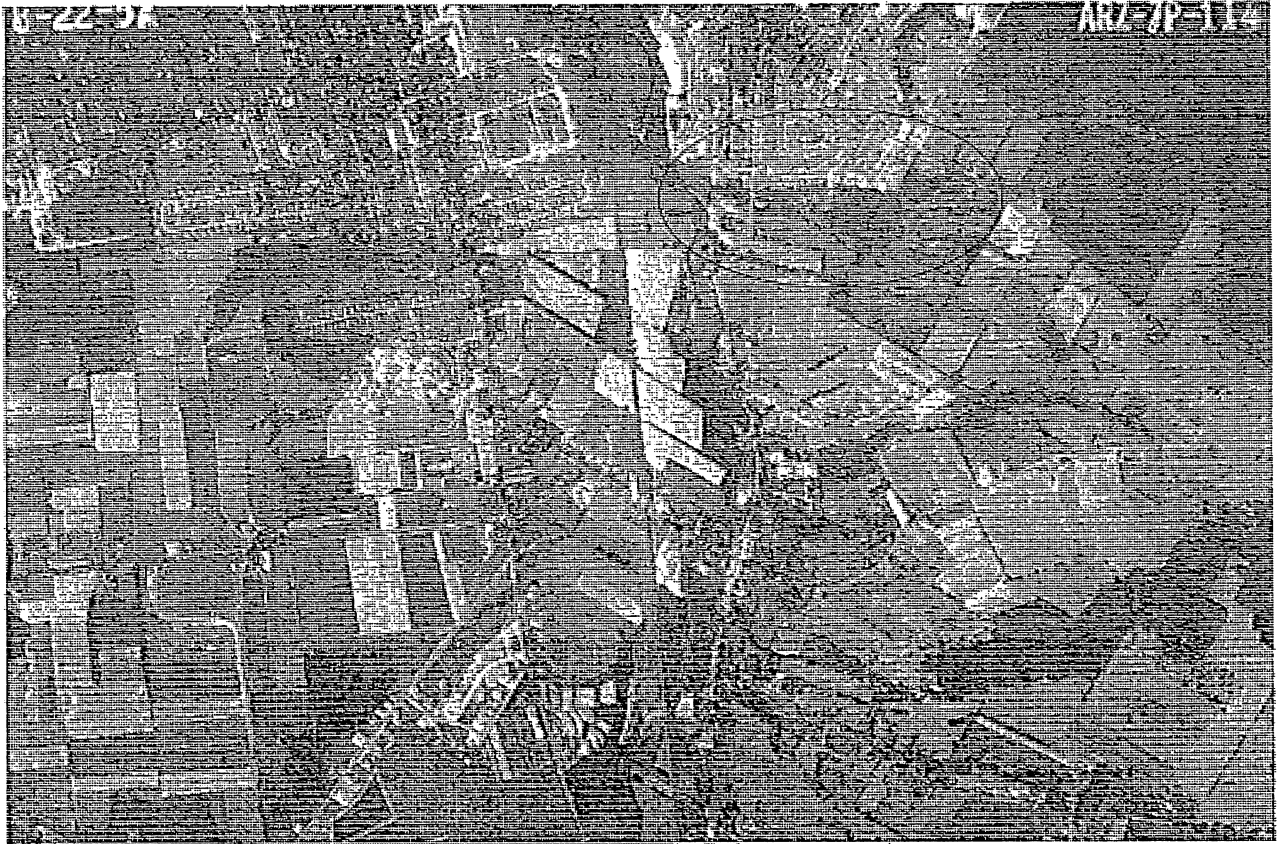
1895 Historical USGS map, New Hartford Area, Rome-Oriskany Sheet

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1938 aerial of Oneida Street tributaries to Sauquoit: Predominant land use was agricultural and woodland.

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7P114, 1957

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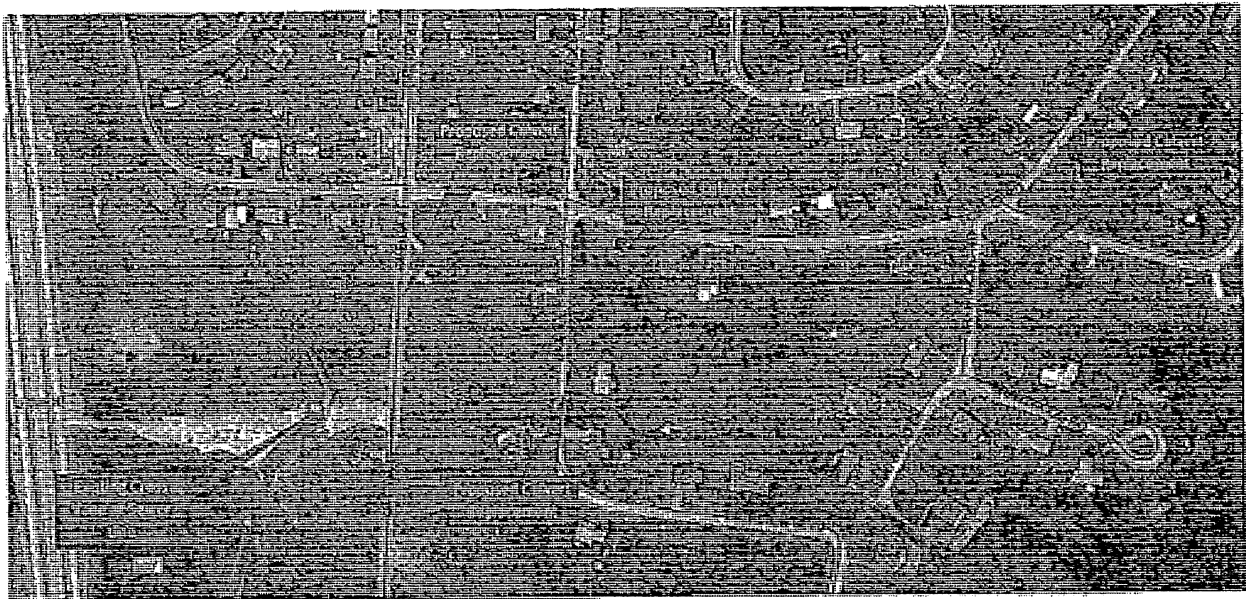
177-68R, 1977; blue circled area shows Oneida Street tributaries

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Plan View: Existing Conditions: Proposed Oneida Street Stream Restoration and Culvert Right Sizing Project

1007



Proposed Grade Control and channel right sizing work: ————

Proposed Stream Daylighting: ————

Proposed Step Pool Storm Conveyance: ————

Eroding Bank: ————

Proposed Floodplain Reconnection 



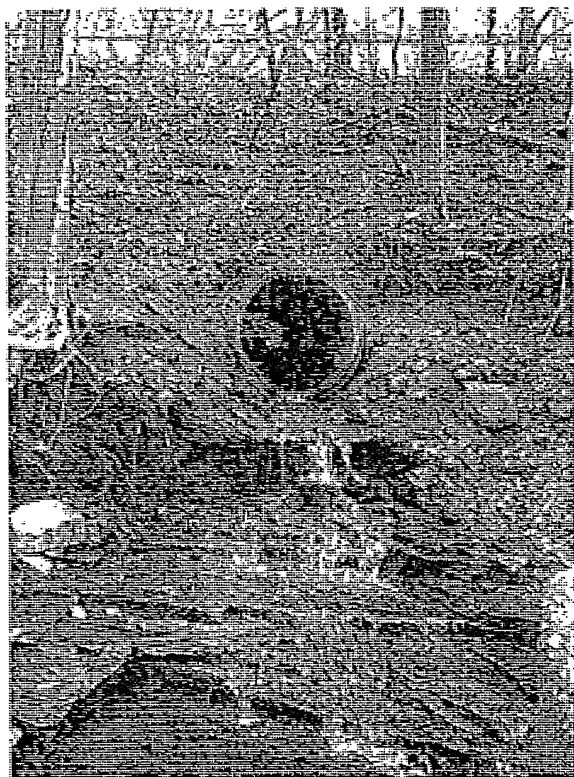
Northern Tributary above Brantwood facing upstream. Natural limestone/shale steps are present throughout.



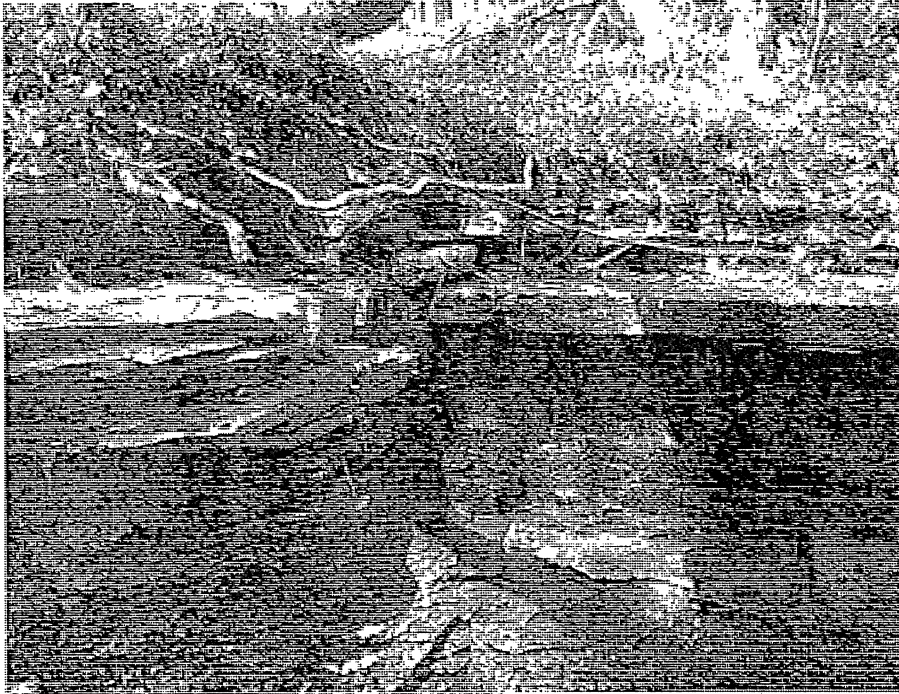
Facing downstream toward the upstream invert of the Brantwood culvert which becomes easily blocked and has resulted in road flooding in spite of the elevation difference between the pipe and the road. Propose to right size the culvert.



Failing settling pond in Northern Tributary above Brantwood. Facing upstream; Propose to remove the structure and install grade controls in the bed.



Facing upstream toward outfall of Northern tributary at Brantwood. A portion of the pipe has broken off. Proposing to right size the culvert and stabilize the outlet.



Natural waterfall in Northern tributary between Brantwood and Thurston.



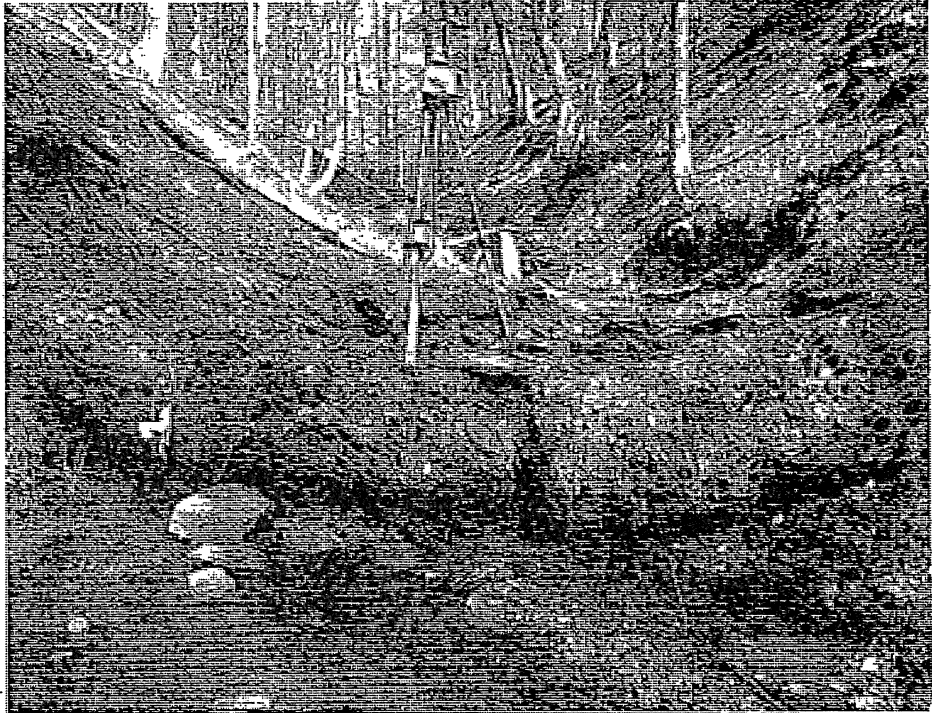
Gabions installed by the Town at an unknown time have held up well considering the storm events. Where access is possible, replace these with more robust rock structures.



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Gabion basket placed for grade control on limestone/shale bed in Northern tributary; facing upstream on east side of Thurston. Incised channel with steep water surface slope and erosive banks.

Conceptual Design: Oneida Street Tributary Stabilization Project, Town of New Hartford, May, 2018



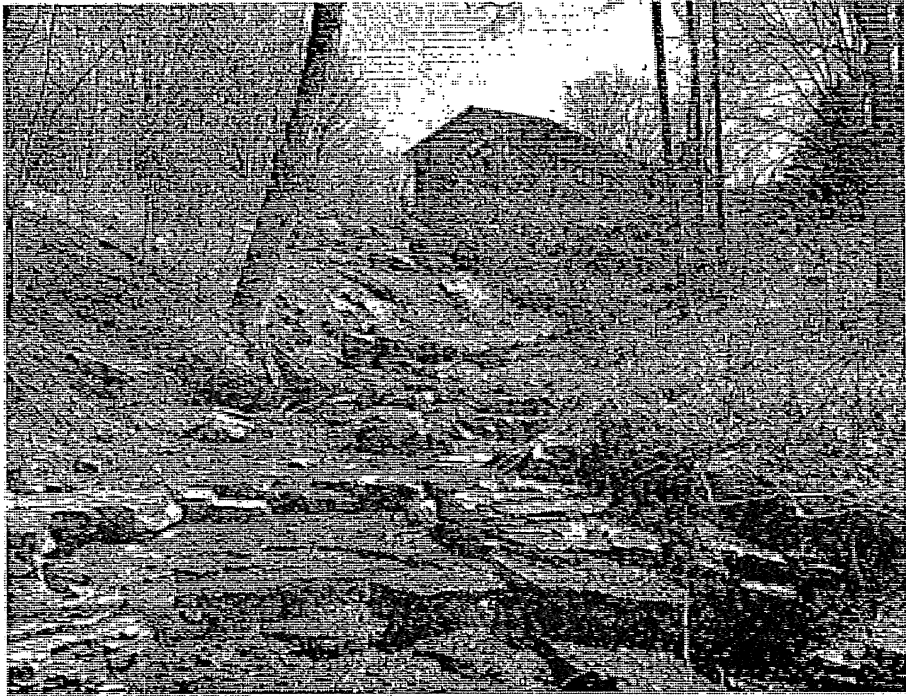
Facing downstream in northern tributary on upstream side of Thurston; erosive banks are undermined.



Facing downstream toward Thurston culvert in northern tributary. Culvert blocks frequently and causes flooding on Thurston. Proposed right sizing of culvert to better accommodate high flows and reduce downstream velocities.



Facing downstream toward short open channel section in Northern tributary on downstream side of Thurston. Proposed channel daylighting to restore stable dimensions and grade controls.



Facing upstream in Southern Tributary downstream of Brantwood Lane. Stream is enclosed past home in photo and outlets where large stackable rock rip rap is shown. No work is proposed in this area.



Erosion in Southern Tributary.



Facing upstream in Southern Tributary; note entrenched channel with erosive banks.



Erosion in Southern tributary.



Entrenched and erosive banks in upper portions of the stream between Brantwood and Thurston.

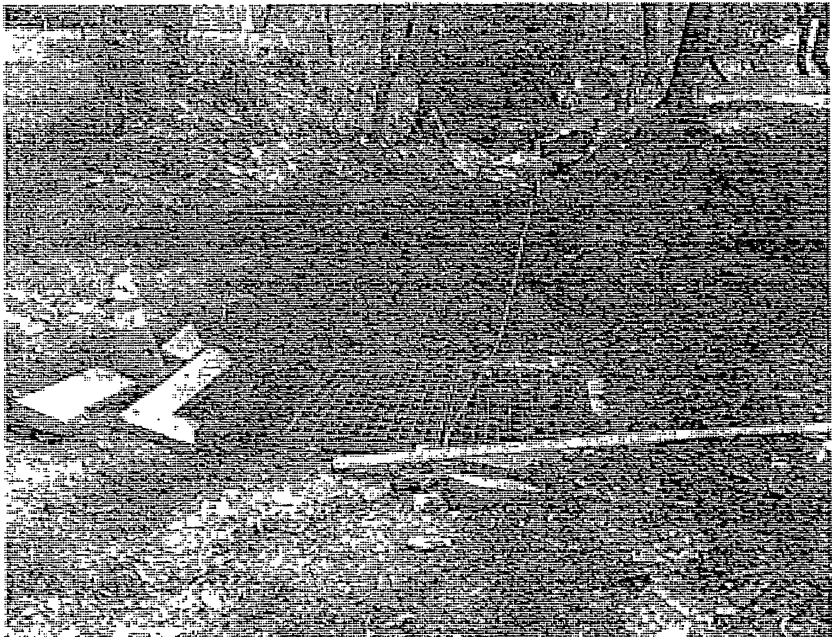
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Facing downstream toward Thurston Culvert on Southern Tributary. Note blockage at invert. Approximately 0.5' of sediment is accumulated in the pipe. The pipe frequently clogs and floods the road. This combines with the blockage and flooding from the northern tributary to make Thurston impassible for residents and motorists. Proposed right sizing this culvert.



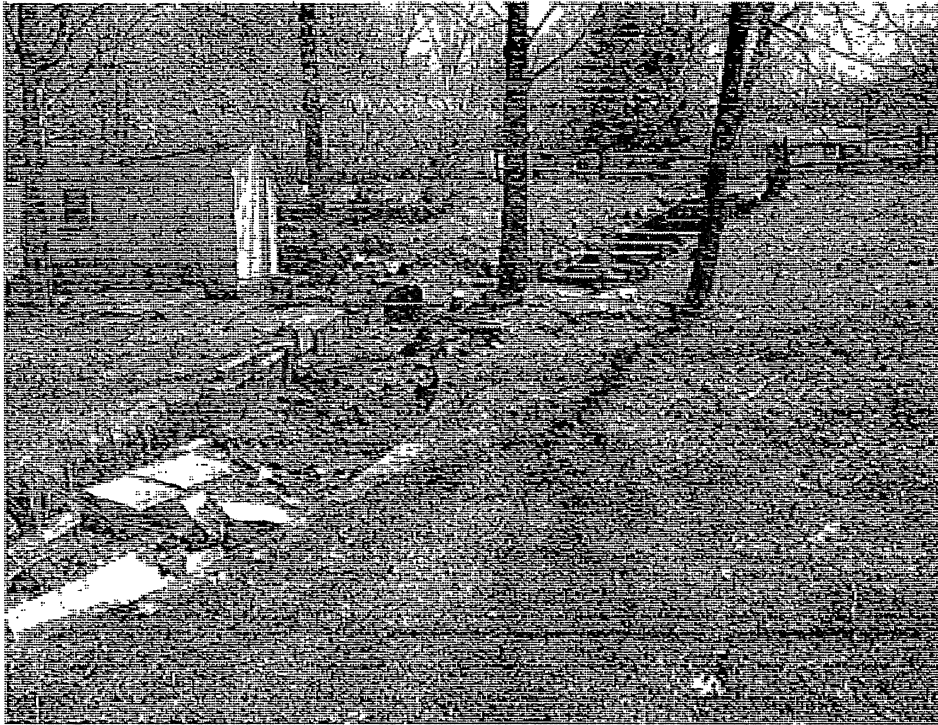
Facing downstream toward catch basin over Thurston culvert on Southern Tributary; note scour.



Facing upstream from catch basin over Thurston culvert on southern tributary.



Southern tributary channelized in concrete armored channel in lawn downstream of Thurston. Note that between this channel and Thurston (in the upstream direction), the channel is enclosed in a corrugated metal pipe. The landowner had provided verbal permission in May of 2018 to daylight the enclosed channel but there is nothing officially documenting this as of this writing.



Facing upstream at armored and failing open channel section of southern tributary. Culvert outlet shown is downstream extent of enclosed pipe from Thurston. Proposed channel right sizing and grade controls. If the landowner will allow it, we propose daylighting the section between Thurston and the outlet with the main channel.



Facing downstream in armored channel that is undersized and failing. Proposed right sizing of channel to bankfull dimensions and removing the downstream culvert which is rusted through at the base.

Conceptual Design: Oneida Street Tributary Stabilization Project, Town of New Hartford, May, 2018



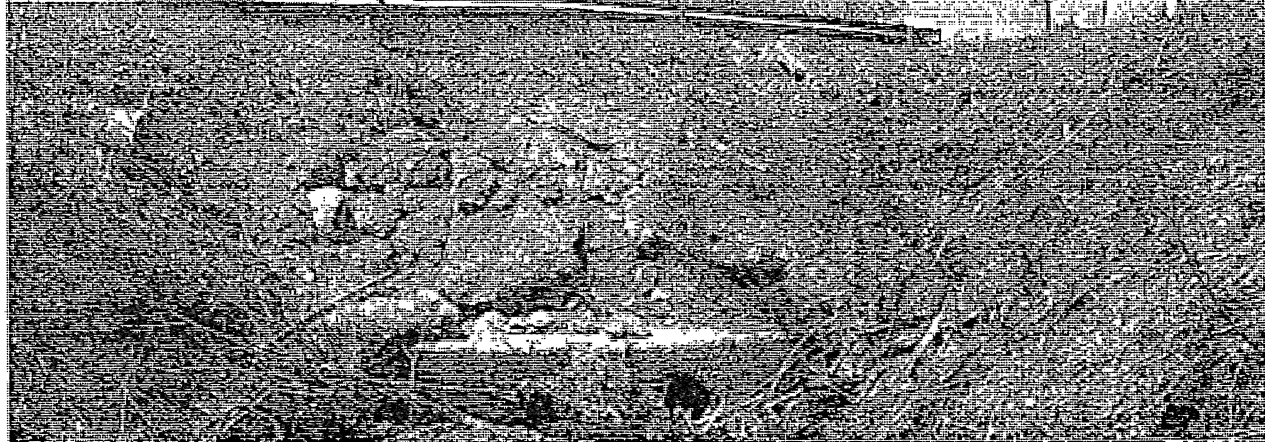
Facing downstream at convergence of Northern and Southern tributaries into main channel upstream of Oneida Street. Proposed daylighting of channel, rightsizing of stream dimensions and addition of grade controls.



Facing upstream at Northern (left) and southern (right) corrugated metal culverts that are rusted at their bases. Proposed culvert removal and daylighting streams to proper dimensions.



Facing downstream toward Oneida Street culvert. Note that only the northern culvert is visible as the southern culvert pipe is entirely blocked at the upstream side. The culverts are twin 2.2' smooth bore pipes.



Upstream entrance of Oneida Street culverts.

Conceptual Design: Oneida Street Tributary Stabilization Project, Town of New Hartford, May, 2018



City of Utica line and property where disputed line will affect the access to the Oneida Street pipe. Verification is needed to prove that the pipe at the white fence post is the property line and that the area between the fence and the road is within the municipal right of way.



Downstream exit of Oneida Street culverts through concrete chute. Proposed replacement of pipe with right sized structure and grade controls. Upstream start of proposed Step Pool Storm Conveyance project to Sauquoit Creek.



Facing upstream toward Oneida Street culvert outfall. Note that the storm flows that flood Oneida Street flow where the red arrow is pointing and are scouring behind the concrete wall.



Facing upstream in highly unstable tributary below the Oneida Street culverts but above the outfall to the Sauquoit Creek. Proposed Step Pool Storm Conveyance project incorporating stormwater storage, grade control and habitat improvements.

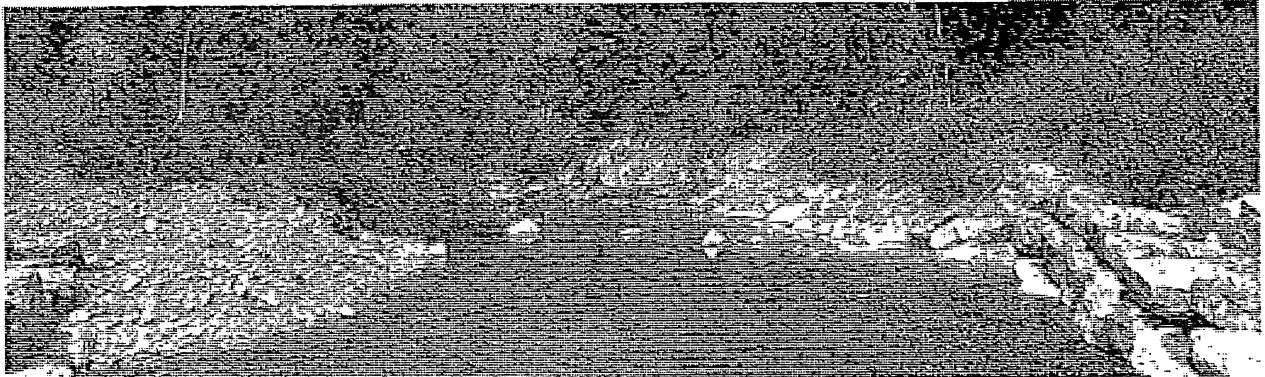


Outlet to the Sauquoit Creek from the Oneida Street tributary. Note that there is a 4' drop between the debris dam at the outlet of the tributary to the water level in the Sauquoit Creek.

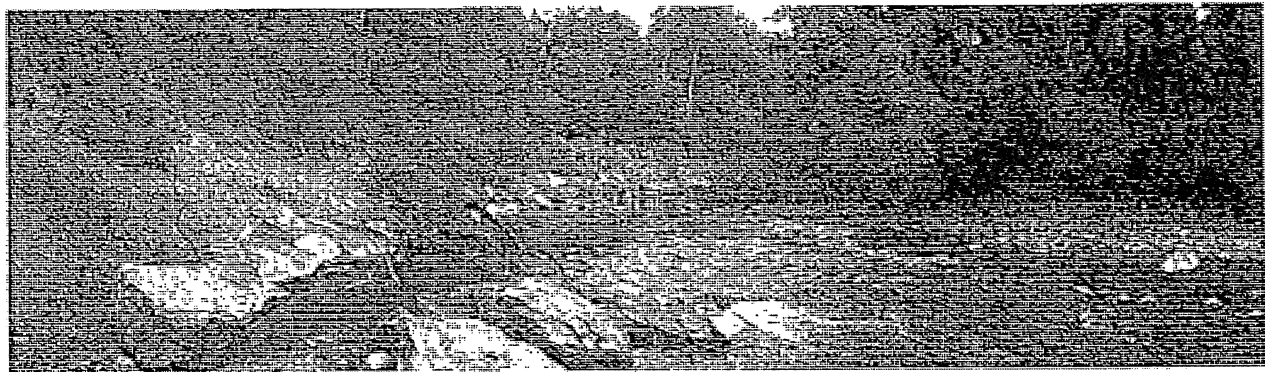


Facing upstream toward erosive east bank on the Sauquoit Creek. The toe of the bank is relatively stable as evidenced by the remaining rip rap. However, in high water events, the flow is erosive enough to damage the upper portion of the banks and undermine the mature trees. The landowner reports losing several trees to the failing bank. Working with the USFWS, we propose that reducing the entrenchment in the Sauquoit Creek will help dissipate flood flows and take pressure off of the upper bank. The cross vane protecting the sewer line is shown upstream.

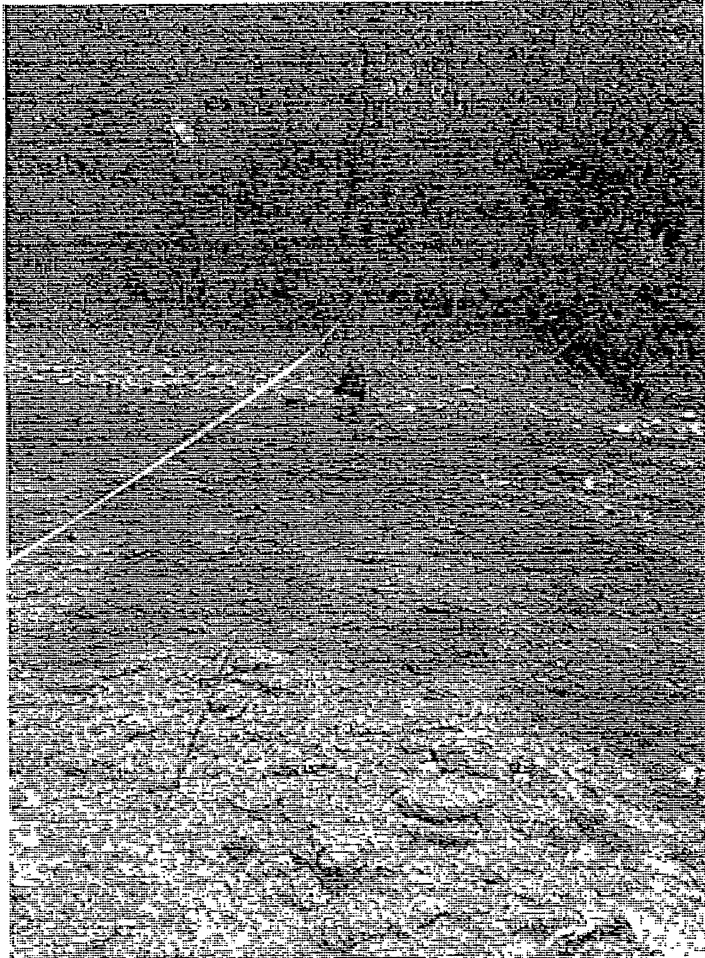
Conceptual Design: Oneida Street Tributary Stabilization Project, Town of New Hartford, May, 2018



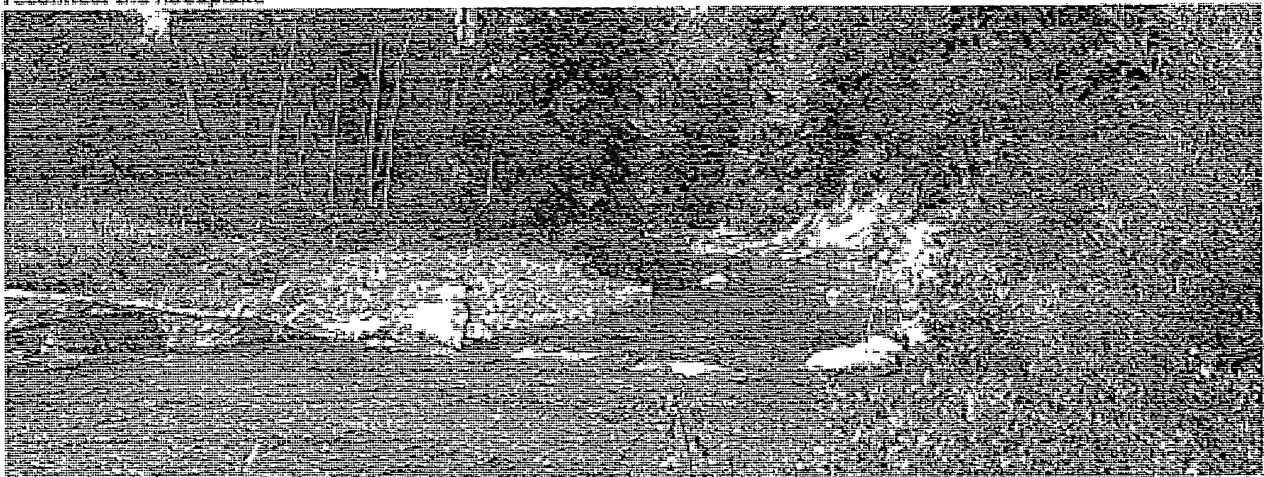
Facing downstream from cross vane toward eroding east bank on Sauquoit Creek. Propose to lower the floodplain on the west (left) side to improve floodplain connectivity.



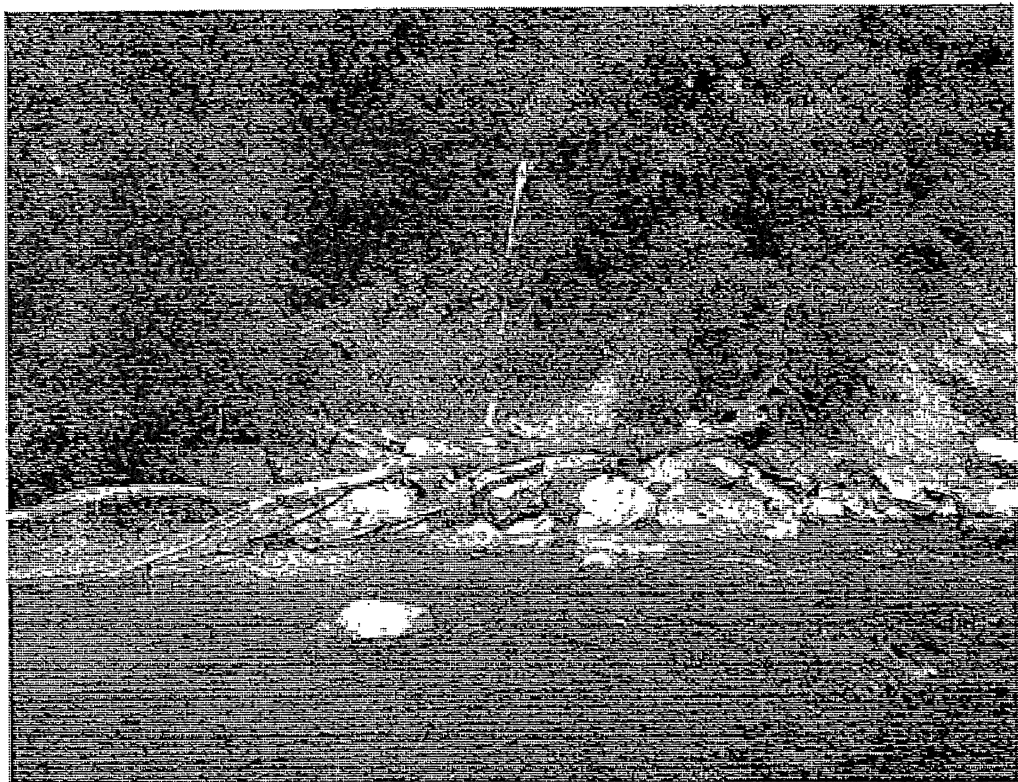
Facing upstream from erosive bank on Sauquoit Creek. Propose to construct a rock vane or J hook using existing rock that has accumulated at the outlet of the Oneida Street tributaries. This may not be needed as the toe is not erosive.



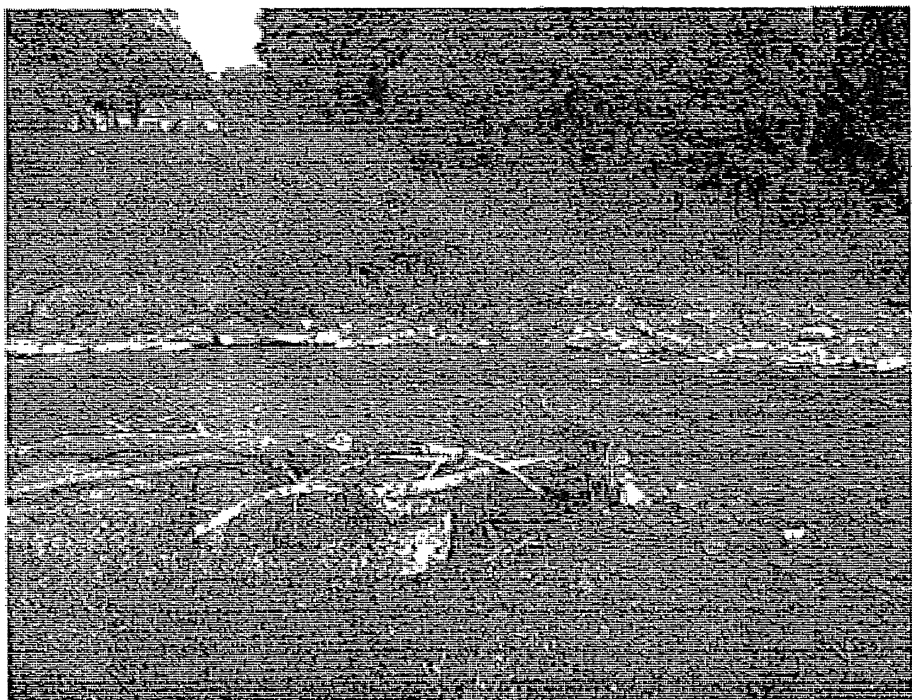
Facing west from riffle cross section downstream of the Oneida Street tributary outfall in the Sauquoit Creek. Stream is entrenched and unstable through this reach. Propose to excavate existing western bank to reduce entrenchment and reconnect the floodplain.



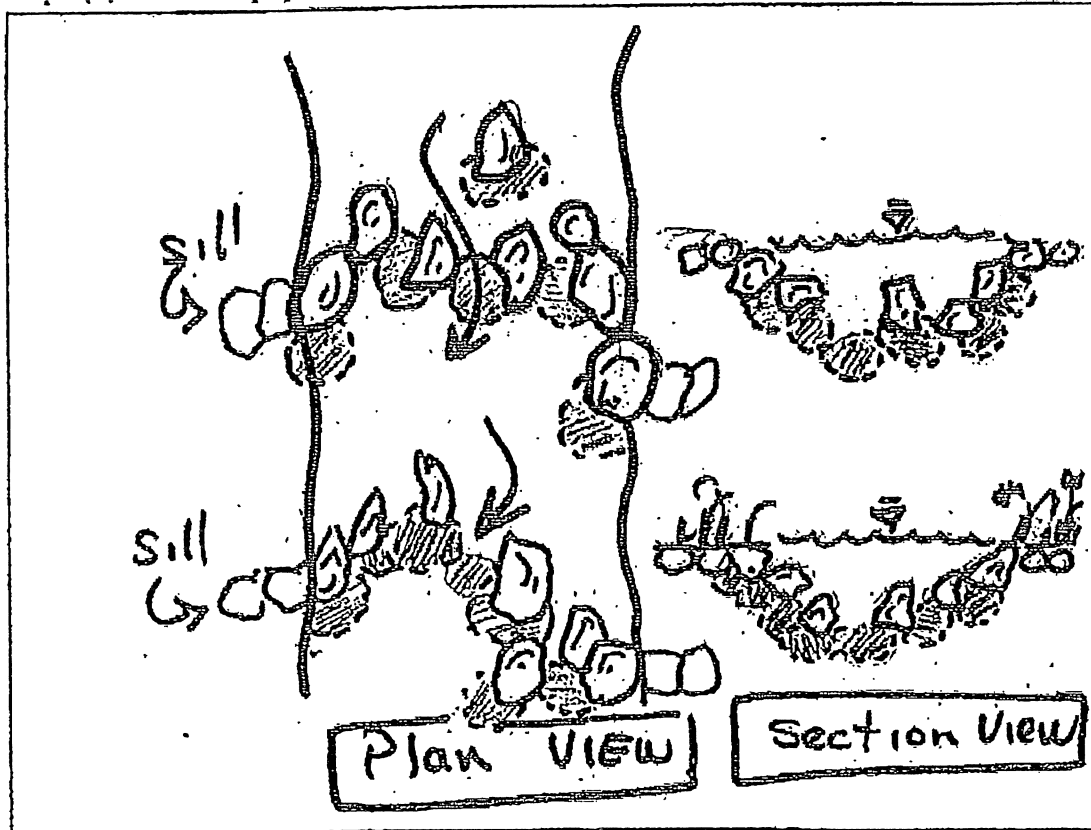
Facing downstream toward western floodplain to be excavated and reconnected per the proposal.



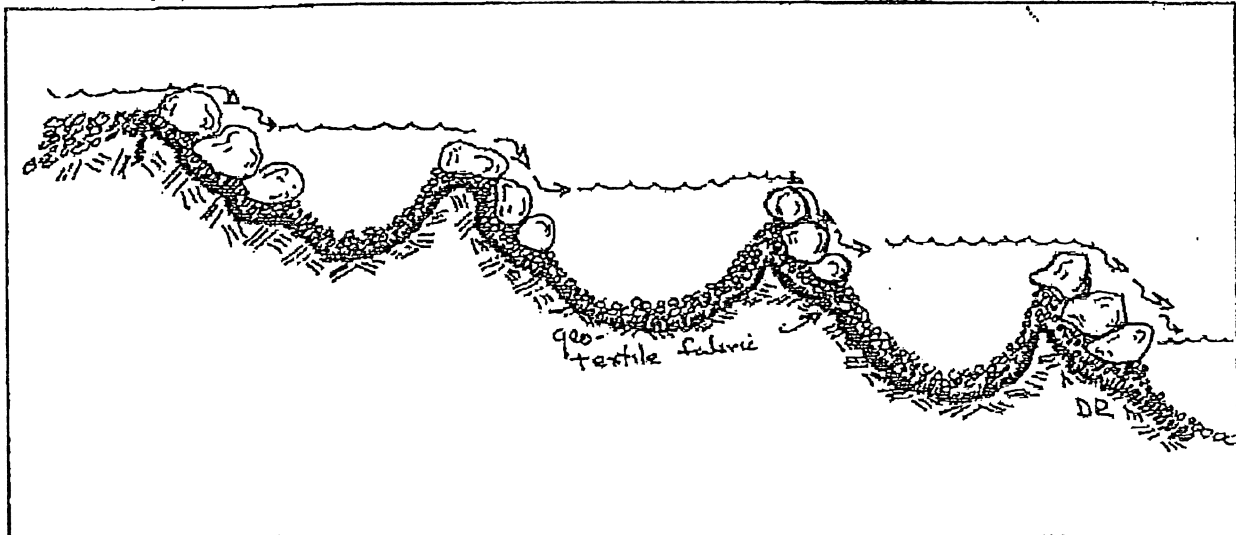
Outlet of the Oneida Street tributary into the Sauquoit Creek.



Riffle cross section upstream of the cross vane facing east.

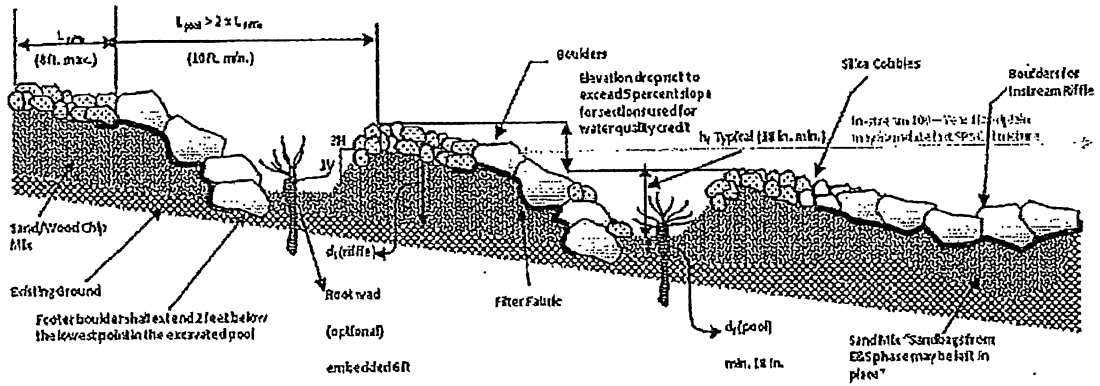


The rock step-pool structure for grade control, energy dissipation, streambank stabilization and fish habitat



Typical longitudinal profile of the rock Step-Pool structure

Conceptual Design: Oneida Street Tributary Stabilization Project, Town of New Hartford, May, 2018



Typical Profile – Alternating Pools and Riffles

Client: Oneida Street
 County: ONEIDA
 Practice: Drainage
 Calculated By: jmh
 Checked By: _____

State: NY
 Date: 5/24/2018
 Date: _____

Drainage Area: 179 Acres (user entered value)
 Curve Number: 81 (user entered value)
 Watershed Length: 7603 Feet
 Watershed Slope: 9.7 Percent
 Time of Concentration: 0.83 Hours (calculated value)
 Rainfall Type: II

Storm Number	1	2	3	4	5	6	7
Frequency (yrs)	1	2	5	10	25	50	100
24-Hr rainfall (in)	2.13	2.45	2.98	3.46	4.21	4.9	5.69
Ia/P Ratio	0.22	0.19	0.16	0.14	0.11	0.10	0.08
Used	0.22	0.19	0.16	0.14	0.11	0.10	0.10
Runoff (in)	0.69	0.91	1.30	1.68	2.30	2.90	3.60
(ac-ft)	10.29	13.57	19.39	25.06	34.31	43.26	53.70
Unit Peak Discharge (cfs/acre/in)	0.555	0.571	0.590	0.603	0.616	0.623	0.623
Peak Discharge (cfs)	68	93	137	181	254	323	402

Warning: - RCN data inconsistent or different from Basic data.

Client: Oneida Street
 County: ONEIDA State: NY
 Practice: Drainage
 Calculated By: jmh Date: 5/24/2018
 Checked By: _____ Date: _____

COVER DESCRIPTION	Acres (CN)			
	Hydrologic Soil Group			
	A	B	C	D
FULLY DEVELOPED URBAN AREAS (Veg Estab.)				
Open space (Lawns, parks etc.)				
Good condition; grass cover > 75%	-	33.5(61)	-	1.4(80)
Impervious Areas				
Paved parking lots, roofs, driveways	-	53.2(98)	-	-
Residential districts (by average lot size)				
1/4 acre				
Avg % Imperv				
38	-	10.64(75)	-	-
OTHER AGRICULTURAL LANDS				
Brush - brush, weed, grass mix				
poor	-	-	-	7.2(83)
Woods				
poor	-	17.1(66)	13(77)	43(83)
Total Area (by Hydrologic Soil Group)		114.44	13	51.6
TOTAL DRAINAGE AREA: 179.04 Acres		WEIGHTED CURVE NUMBER: 81		

Open All class: 2/1/01

- Soil Chemical Properties: (7) (8)
- Soil Breakdown Factors: (7) (8)
- Soil Health Properties: (7) (8)
- Soil Physical Properties: (7) (8)
- Soil Qualities and Features: (7) (8)
- AASHTO Group Classification (Surface): (7) (8)
- AASHTO Group Index: (7) (8)
- Depth to a Selected Soil Restrictive Layer: (7) (8)
- Depth to Any Soil Restrictive Layer: (7) (8)
- Organic C: (7) (8)
- Precip Acid: (7) (8)
- Freeze-Free Days: (7) (8)

View Options: (7) (8)

Map (7) (8)

Table (7) (8)

Description of Factors: (7) (8)

Rating Options: (7) (8)

Detailed Description

Advanced Options: (7) (8)

Approximation Method: (7) (8)

Component Percent: (7) (8)

Count: (7) (8)

Hydraulic Soil: (7) (8)

Lower: (7) (8)

Higher: (7) (8)

View Description: (7) (8)

View Results: (7) (8)

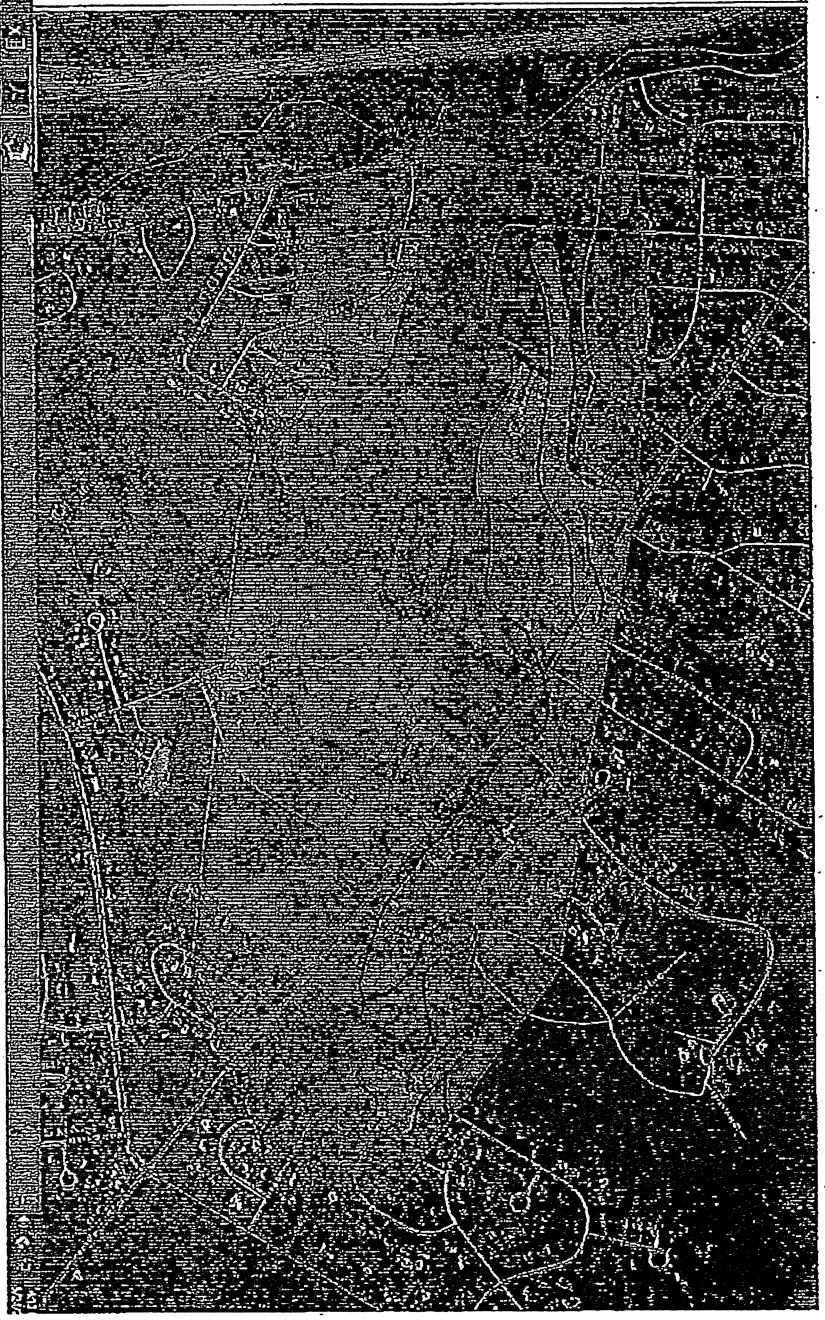
Map Unit Name: (7) (8)

Parent Material Name: (7) (8)

Representative Slope: (7) (8)

Soil Sloping Area: (7) (8)

United Soil Classification (Surface): (7) (8)



Hydrologic Soil Group Summary by Map Unit

Summary by Map Unit -- Oneida County, New York (NY065)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI	Page
4	Wakeville silt loam, occasionally flooded	B/D	1.3	0.4%	1
28A	Phelps silt loam, 0 to 3 percent slopes	B/D	2.4	0.7%	1
111C	Lansing silt loam, 8 to 15 percent slopes	B	25.4	7.5%	1
126B	Lima gravelly silt loam, 3 to 8 percent slopes	B/D	188.5	55.8%	1
146	Lyons soils, 0 to 3 percent slopes	C/D	4.3	1.3%	1
168B	Manlius channery silt loam, 3 to 8 percent slopes	C	7.4	2.2%	1
168E	Manlius channery silt loam, 25 to 45 percent slopes	C	10.6	3.1%	1
267B	Greene silt loam, 3 to 8 percent slopes	D	3.8	1.1%	1
372A	Appleton silt loam, 0 to 3 percent slopes	B/D	19.1	5.7%	1
372B	Appleton silt loam, 3 to 8 percent slopes	B/D	8.5	2.5%	1
565B	Aurora silt loam, 3 to 8 percent slopes	D	57.3	17.0%	1
565D	Aurora silt loam, 15 to 25 percent slopes	D	9.5	2.8%	1
Totals for Area of Interest			338.1	100.0%	

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

FLOOD MITIGATION GRANT AGREEMENT BETWEEN
ONEIDA COUNTY
AND
THE TOWN OF VERONA

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Ave., Utica, New York (hereinafter the "County"), and the Town of Verona, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 660 German Rd., Durhamville, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 and other recent storms have caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed sixty thousand dollars. (\$60,000.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$60,000.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed sixty thousand dollars (\$60,000.00).
 2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.
- C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project, up to sixty-four thousand, thirty-three dollars and twenty cents (\$64,033.20). In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Grant Program funds.

2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by the County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project due to financial difficulties. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or

2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation made by the Oneida County Board of Legislators, upon a request of the Oneida County Executive, Anthony J. Picente, Jr. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.
- B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner
Oneida County Planning Department
321 Main Street, Union Station

Utica, NY 13501
Phone (315) 798-5710
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and

- b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
- 9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
 - 1. Any costs incurred before the effective date of this Grant;
 - 2. Fund raising;
 - 3. Taxes, except sales tax on goods and services;
 - 4. Insurance, except title insurance;
 - 5. Attorney fees; except for acquisition and clearing title to land;
 - 6. Loans, grants, or subsidies to persons or entities for development;
 - 7. Bad debts or contingency funds;
 - 8. Interest;
 - 9. Lobbyists; and
 - 10. Political contributions.

VI. PAYMENT OF GRANT MONIES

- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to

requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion, to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

- B. ADVANCEMENT: Under this Grant, the County agrees to advance up to fifty (50%) percent, or thirty thousand dollars (\$30,000.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and

disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 2. Workers' Compensation and Employer's Liability
 - a. Statutory limits apply.
 3. Automobile Liability
 - a. Business auto liability with limits of at least \$1,000,000 each accident.

- b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
4. Commercial Umbrella
- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers’ Compensation and Employer’s Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee’s CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).

2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program may affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

TOWN OF VERONA

By: _____
SCOTT M. MUSACCHIO
Town Supervisor

Approved

Robert E Pronteau
Oneida County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

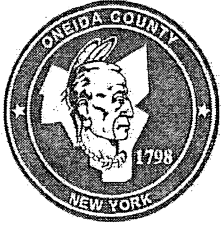
- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program *Application*

Applicant Information

1. Municipality:

Town of Verona

2. Name of Chief Elected Official:

Scott M. Musacchio

3. Primary Contact and Title:

Scott M. Musacchio, Town Supervisor

4. Mailing Address

660 Germany Rd.
Durhamville, NY 13054

5. Email Address

supervisor@townverona.org

6. Phone Number

315-264-8443

7. Federal Employer ID Number (EIN):

15-6001179

Project Information

1. Project Name:

Spring Road Flood Mitigation

2. Amount Requested:

\$60,000.00

2a. Total Project Cost:

\$124,033.20*

3. Location:

Spring Road, Verona

4. Tax Parcel ID Number(s):

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

Development on E. Main Street (County Route 83) and the lack of adequate stormwater drainage on Spring Road is causing regular flooding of properties along E. Main Street and Spring Road. Oneida County and the Town of Verona have developed a joint project that will alleviate flooding during normal storm events. (*) The cost of improvements by Oneida County on East Main Street will be approximately \$60,000.00

Project Information Continued

6. Project Start Date:

April 1, 2022

7. Estimated Duration of Construction:

30 Calendar Days

8. Is the Project Located On: Public or Private Land ? (check one)

9. Does Applicant Own or have Easement ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)

11. Affected Waterbodies:

None

12. List Required Permits:

None

Supporting Documents

- ◊ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◊ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◊ Photographs of the project site
- ◊ Location maps
- ◊ Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel	\$18,480.00		\$18,480.00
Salary			
Fringe			
Contractual			
Equipment	\$19,347.20		\$19,347.20
Engineering			
Supplies	\$26,206.00		\$26,206.00
Other		\$60,000.00	\$60,000.00
Total	\$64,033.20	\$60,000.00	\$124,033.20

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Materials and labor provided by Oneida County for improvements on E. Main St. (County Route 83).	\$60,000.00
Total	\$ 60,000.00

Please return application and supporting materials to:

Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email planning@ocgov.net



Date: March 30, 2023
 Date of Photography: March 25, 2021

Verona - Spring Rd

1 inch = 50 feet
 0 10 20 30 40 50 feet



This map was prepared for the use of the
 City of Verona, Wisconsin, and is not to be
 used for any other purpose without the
 express written consent of the City of Verona.
 The City of Verona is not responsible for
 any errors or omissions on this map.

Campbell, Kristin

From: Scott Musacchio <supervisor@townverona.org>
Sent: Tuesday, September 21, 2021 2:50 PM
To: Campbell, Kristin
Cc: Laramie, Mark; 'Billy Lohr'
Subject: RE: [EXTERNAL] RE: ONEIDA COUNTY FLOOD MITIGATION GRANT APPLICATION - TOWN OF VERONA - SRING ROAD

Kristen, the Town Share indicted is 64K. the Town, would provide the labor and equipment to install he piping on the Spring Street portion of the project. there are no engineering drawings, the County does have a contour overlay. The project was reviewed on site with Mark. There were no new drawings.

Mark, can we use the drawings we reviewed on site

Billy, can you provide any historical drawings

We can discuss when you're available

Scott M. Musacchio
Town of Verona
Supervisor
Mobile: 315.264.8443
Office: 315.363.7953
supervisor@townverona.org

6600 Germany Road
Durhamville, NY 13054

From: Campbell, Kristin <kcampbell@ocgov.net>
Sent: Tuesday, September 21, 2021 2:16 PM
To: Scott Musacchio <supervisor@townverona.org>
Cc: Laramie, Mark <mlaramie@ocgov.net>; 'Billy Lohr' <blohr@townverona.org>; 'bookkeeper' <bookkeeper@townverona.org>; 'waterbill' <waterbill@townverona.org>
Subject: [EXTERNAL] RE: ONEIDA COUNTY FLOOD MITIGATION GRANT APPLICATION - TOWN OF VERONA - SRING ROAD

Thank you for the application. Couple of items.

1. Do you have pictures, engineering, drawings or maps that you could send to describe the project?
2. A question on the match source... We need to work on a budget that does not use OC funds to match OC grant. Is there any local labor and equipment?

Feel free to email or call me and we can discuss.

Kristin E. Campbell, AICP , Principal Planner
Herkimer/Oneida Counties Comprehensive Planning Program
321 Main Street, Union Station
Utica, NY 13501

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF KIRKLAND

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Ave., Utica, New York (hereinafter the "County"), and the Town of Kirkland, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 3701 State Rte 12B, Clinton, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 and other storms have caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

- A. The total amount of the Grant shall not exceed one hundred and fifty thousand dollars. (\$150,000.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$150,000.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed one hundred and fifty thousand dollars (\$150,000.00).
2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project, up to fifty thousand dollars (\$50,000.00). In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Grant Program funds.
2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by the County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is

in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project due to financial difficulties. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation made by the Oneida County Board of Legislators, upon a request of the Oneida County Executive, Anthony J. Picente, Jr. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, NY 13501
Phone (315) 798-5710
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;

7. Actual construction of the Project; or
 8. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and
 - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
 9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
 2. Fund raising;
 3. Taxes, except sales tax on goods and services;
 4. Insurance, except title insurance;
 5. Attorney fees; except for acquisition and clearing title to land;
 6. Loans, grants, or subsidies to persons or entities for development;
 7. Bad debts or contingency funds;
 8. Interest;
 9. Lobbyists; and
 10. Political contributions.

VI. PAYMENT OF GRANT MONIES

A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion, to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

B. ADVANCEMENT: Under this Grant, the County agrees to advance up to fifty (50%) percent, or seventy-five thousand dollars (\$75,000.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the “Indemnifying Party”) shall indemnify and hold harmless, and at the County’s option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee’s authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee’s authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 2. Workers’ Compensation and Employer’s Liability

- a. Statutory limits apply.
3. Automobile Liability
- a. Business auto liability with limits of at least \$1,000,000 each accident.
 - b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
4. Commercial Umbrella
- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree

that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program may affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: _____

ANTHONY J. PICENTE, JR.
Oneida County Executive

TOWN OF KIRKLAND

By: _____

ROBERT J. MEELAN
Town Supervisor

Approved

Robert E Pronteau
Oneida County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G _____

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program Application

Applicant Information

1. Municipality:

Town of Kirkland

2. Name of Chief Elected Official:

Robert J Meelan

3. Primary Contact and Title:

Jon Scott - Superintendent of Highways

4. Mailing Address

PO Box 235
Clinton, NY 13323

5. Email Address

superintendent@townofkirkland.org

6. Phone Number

315 853-2134

7. Federal Employer ID Number (EIN):

15-6000994

Project Information

1. Project Name:

Sherman Brook Hydrology & Mitigation Study

2. Amount Requested:

\$200,000

2a. Total Project Cost:

\$200,000

3. Location:

Sherman Brook Watershed

4. Tax Parcel ID Number(s):

Numerous

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

Identify mitigation opportunities to include; stream stabilization, bridge & culvert right sizing, upstream storage and agricultural land management

Project Information Continued

Project Start Date:

Spring 2022

7. Estimated Duration of Construction:

TBD

Is the Project Located On: Public or Private Land ? (check one)

Does Applicant Own or have Easement ? (check one)

8. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)

9. Affected Waterbodies:

Sherman Brook, St. Marys Brook, Various unnamed tributaries, Oriskany Creek, Mohawk River

10. List Required Permits:

N/A

Supporting Documents

Brief narrative describing existing conditions and how this might be improved with a resiliency project

Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing

Photographs of the project site

Location maps

Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual			
Equipment			
Engineering	\$200,000		\$200,000
Supplies			
Other			
Total			\$200,000

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Total	\$

Please return application and supporting materials to:

Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email planning@ocgov.net

Sherman Brook is a class C stream.

It is a drainage area that encompasses 3.7 square miles.

It begins in the Town of Paris, flows through Paris, Kirkland, Village of Clinton, back to Kirkland. It converges with St. Mary's Brook and flows onto the Oriskany Creek where it continues into Whitestown & Oriskany, eventually joining the Mohawk River.

For generations it has been altered, incised, channelized and impeded.

The watershed has been affected by rural development, agricultural development, canals and railways, utility construction, State, County Town & Village roads & highway construction.

As we have never understood more clearly, the short-sighted, invasive practices of the past have led to serious consequences today.

We repeatedly incur damage to Town, Village and private property. There has been destructive flooding in recent years, including a resident whose home foundation collapsed as a direct result of Sherman Brook overflowing its banks.

There are questions regarding sizing of State, Town, Village and County facilities, and if necessary, what can be done to improve these pinch points.

Through this study and modeling, we will identify ways in which we can mitigate the damage sustained during the frequent high flow events. We assume this includes right sizing of facilities such as bridges and culverts, along with storage opportunities upstream.

The data from this study is necessary for us to proceed responsibly and to obtain permits and funding.

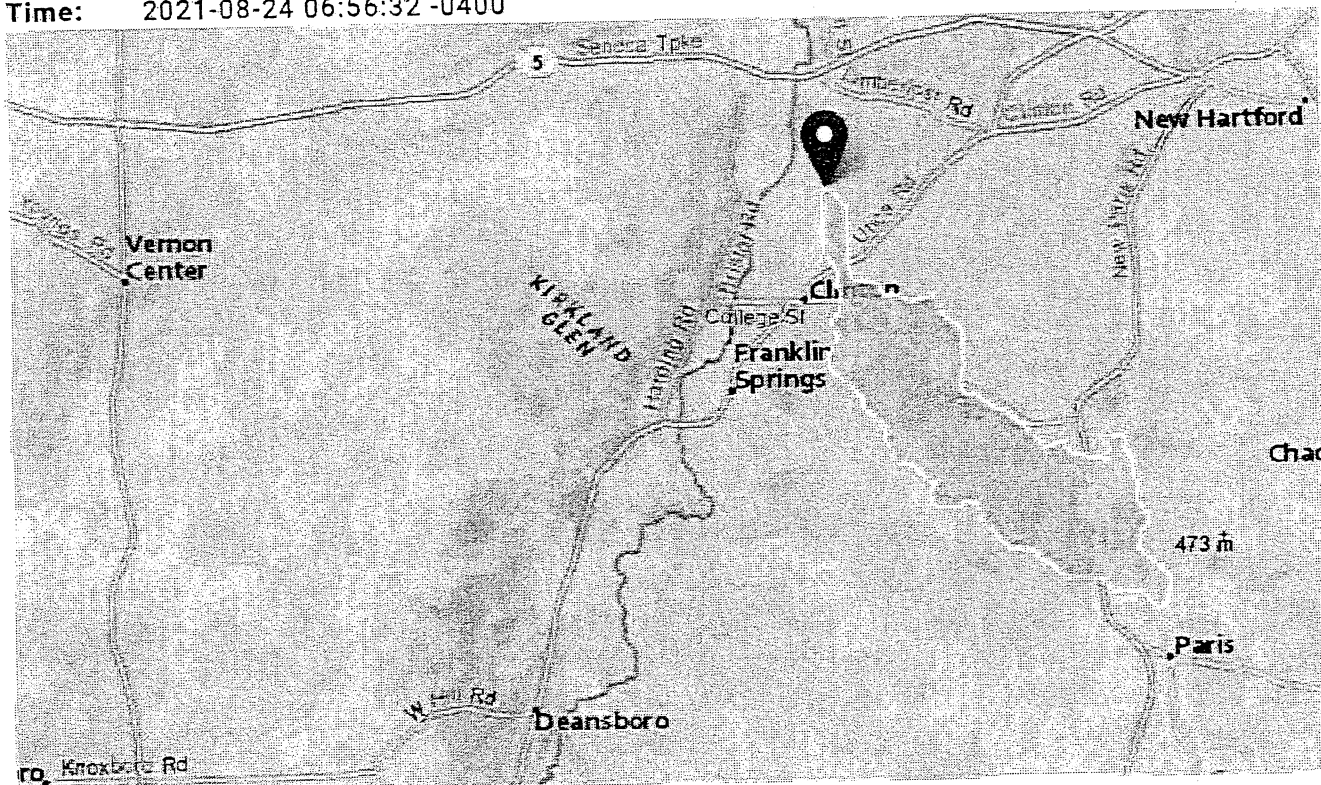
This data will benefit the state, county town and village, as well as the communities downstream of Kirkland.

Please contact me regarding any questions regarding this application & issues concerning Sherman Brook

Jon Scott
Superintendent of Highways
Town of Kirkland
3701 Rt 12B
Clinton, NY 13323
315 853-2134
superintendent@townofkirkland.org

Sherman Brook Drainage Area

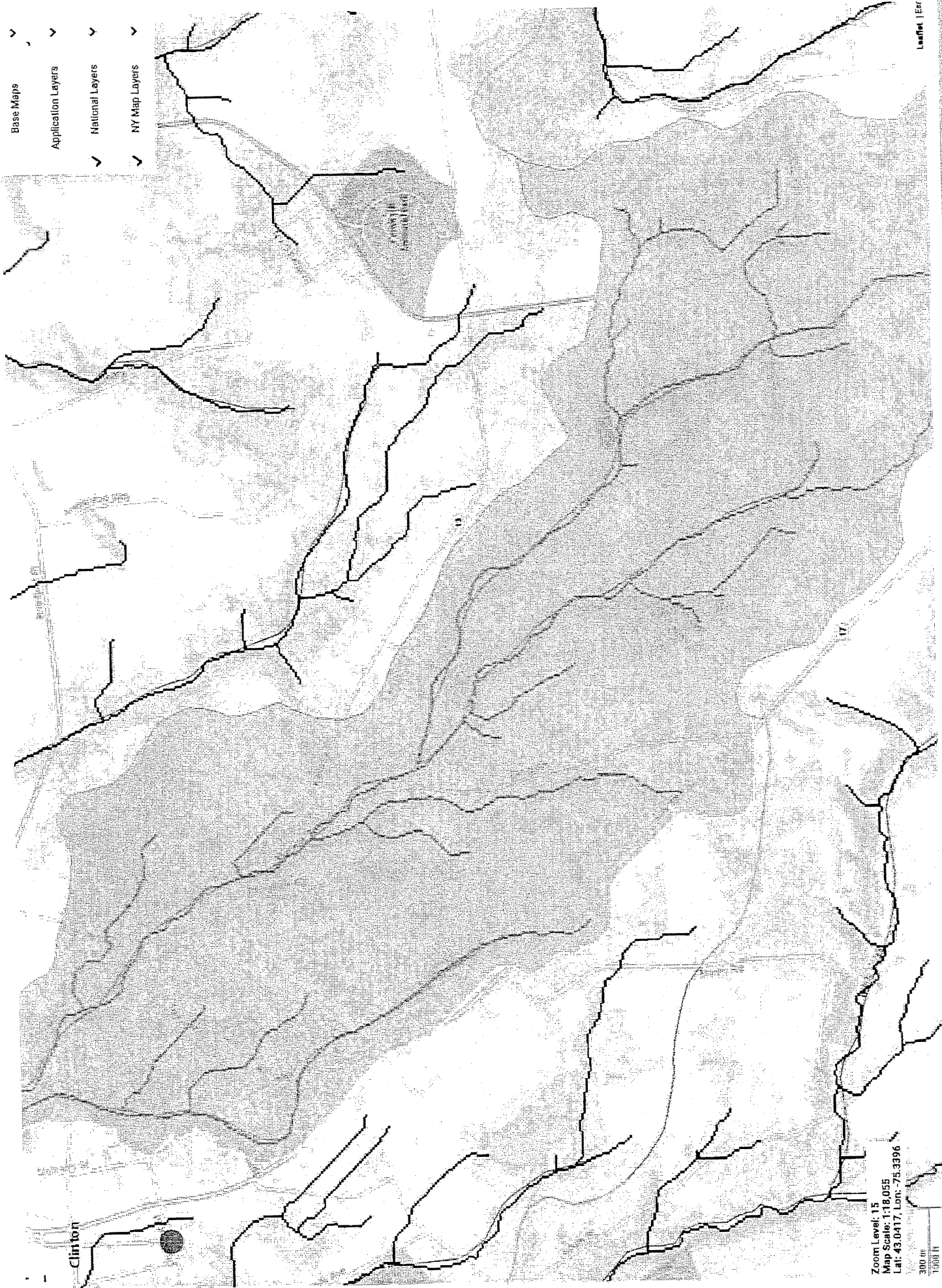
Region ID: NY
 Workspace ID: NY20210824105612856000
 Clicked Point (Latitude, Longitude): 43.06309, -75.37488
 Time: 2021-08-24 06:56:32 -0400



Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	3.7	square miles
JUNAVPRE	Mean June Precipitation	4.19	inches
CENTROIDX	Basin centroid horizontal (x) location in state plane coordinates	471731.3	meters
CENTROIDY	Basin centroid vertical (y) location in state plane units	4764208.3	meters
CSL1085LO	10-85 slope of lower half of main channel in feet per mile.	126	feet per mi

- Base Maps
- Application Layers
- National Layers
- NY Map Layers



Zoom Level: 15
Map Scale: 1:18,055
Lat: 43.0417, Lon: -75.3396
300 m / 1000 ft

Leaflet | Esri

Parameter Code	Parameter Description	Value	Unit
LENGTH	Length along the main channel from the measuring location extended to the basin divide	5.97	miles
MAR	Mean annual runoff for the period of record in inches	19.6	inches
SSURGOB	Percentage of area of Hydrologic Soil Type B from SSURGO	81.6	percent
JULAVPRE	Mean July Precipitation	3.99	inches
MAYAVPRE	Mean May Precipitation	3.91	inches
PRJUNAUG00	Basin average mean precip for June to August from PRISM 1971-2000	12	inches
JUNMAXTMP	Maximum June Temperature, in degrees F	75.8	degrees F
SSURGOA	Percentage of area of Hydrologic Soil Type A from SSURGO	2.1	percent
EL1200	Percentage of basin at or above 1200 ft elevation	20	percent
LAGFACTOR	Lag Factor as defined in SIR 2006-5112	0.0364	dimensionless
STORAGE	Percentage of area of storage (lakes ponds reservoirs wetlands)	0.0386	percent
FOREST	Percentage of area covered by forest	43.2	percent
PRECIP	Mean Annual Precipitation	39.1	inches

Bankfull Statistics Parameters [Bankfull Region 5 SIR2009 5144]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	3.7	square miles	0.7	332

Bankfull Statistics Parameters [Appalachian Highlands D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	3.7	square miles	0.07722	940.1535

Bankfull Statistics Parameters [Appalachian Plateaus P Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
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Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	3.7	square miles	0.081081	536.995602

Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	3.7	square miles	0.07722	59927.7393

Bankfull Statistics Flow Report [Bankfull Region 5 SIR2009 5144]

PII: Prediction Interval-Lower, PIU: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIU
Bankfull Area	31.7	ft^2	16.3	61.6
Bankfull Depth	1.34	ft	0.713	2.52
Bankfull Streamflow	139	ft^3/s	31.9	605
Bankfull Width	24.3	ft	12.1	48.6

Bankfull Statistics Flow Report [Appalachian Highlands D Bieger 2015]

Statistic	Value	Unit
Bieger_D_channel_width	26.2	ft
Bieger_D_channel_depth	1.63	ft
Bieger_D_channel_cross_sectional_area	43.3	ft^2

Bankfull Statistics Flow Report [Appalachian Plateaus P Bieger 2015]

Statistic	Value	Unit
Bieger_P_channel_width	27.6	ft
Bieger_P_channel_depth	1.64	ft
Bieger_P_channel_cross_sectional_area	44.9	ft^2

Bankfull Statistics Flow Report [USA Bieger 2015]

Statistic	Value	Unit
Bieger_USA_channel_width	5.98	ft
Bieger_USA_channel_depth	0.485	ft
Bieger_USA_channel_cross_sectional_area	34.6	ft^2

Bankfull Statistics Flow Report [Area-Averaged]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEP: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu
Bankfull Area	31.7	ft ²	16.3	61.6
Bankfull Depth	1.34	ft	0.713	2.52
Bankfull Streamflow	139	ft ³ /s	31.9	605
Bankfull Width	24.3	ft	12.1	48.6
Bieger_D_channel_width	26.2	ft		
Bieger_D_channel_depth	1.63	ft		
Bieger_D_channel_cross_sectional_area	43.3	ft ²		
Bieger_P_channel_width	27.6	ft		
Bieger_P_channel_depth	1.64	ft		
Bieger_P_channel_cross_sectional_area	44.9	ft ²		
Bieger_USA_channel_width	5.98	ft		
Bieger_USA_channel_depth	0.485	ft		
Bieger_USA_channel_cross_sectional_area	34.6	ft ²		

Bankfull Statistics Citations

Mulvihill, C.I., Baldigo, B.P., Miller, S.J. , and DeKoskie, Douglas, 2009, Bankfull Discharge and Channel Characteristics of Streams in New York State: U.S. Geological Survey Scientific Investigations Report 2009-5144, 51 p. (<http://pubs.usgs.gov/sir/2009/5144/>)

Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G., 2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p.

([https://digitalcommons.unl.edu/usdaarsfacpub/1515?](https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_carr)

[utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_carr](https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_carr)

Flow-Duration Statistics Parameters [Statewide duration flows excl Longls| 2014 5220]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	3.7	square miles	3.14	4780
JUNAVPRE	Mean June Precipitation	4.19	inches	3.59	5.33

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
CENTROIDX	CENTROIDX	471731.3	meters	166000	658000
CENTROIDY	CENTROIDY	4764208.3	meters	4560000	4920000
CSL1085LO	10-85 slope of lower half of main channel	126	feet per mi	1.56	152
LENGTH	Main Channel Length	5.97	miles	0.88	305
MAR	Mean Annual Runoff in inches	19.6	inches	11.6	37.4
SSURGOB	SSURGO Percent Hydrologic Soil Type B	81.6	percent	1.14	65.7
JULAVPRE	Mean July Precipitation	3.99	inches	3.2	5.26
MAYAVPRE	Mean May Precipitation	3.91	inches	3.15	5.68
PRJUNAUG00	Basin average mean precip for June to August	12	inches	10.5	15.5
JUNMAXTMP	Maximum June Temperature	75.8	degrees F	68.8	78.8
SSURGOA	SSURGO Percent Hydrologic Soil Type A	2.1	percent	0.62	51.2
EL1200	Percentage of Basin Above 1200 ft	20	percent	0	100

Flow-Duration Statistics Disclaimers [Statewide duration flows excl Longlsl 2014 5220]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors

Flow-Duration Statistics Flow Report [Statewide duration flows excl Longlsl 2014 5220]

Statistic	Value	Unit
0.01 Percent Duration	227	ft ³ /s
1 Percent Duration	39	ft ³ /s
5 Percent Duration	17.1	ft ³ /s
10 Percent Duration	11.3	ft ³ /s
15 Percent Duration	8.74	ft ³ /s
20 Percent Duration	6.95	ft ³ /s
25 Percent Duration	6.02	ft ³ /s

Statistic	Value	Unit
35 Percent Duration	4.44	ft ³ /s
50 Percent Duration	2.85	ft ³ /s
65 Percent Duration	1.78	ft ³ /s
75 Percent Duration	1.22	ft ³ /s
80 Percent Duration	0.975	ft ³ /s
85 Percent Duration	0.768	ft ³ /s
90 Percent Duration	0.61	ft ³ /s
95 Percent Duration	0.445	ft ³ /s
99 Percent Duration	0.277	ft ³ /s
99.99 Percent Duration	0.171	ft ³ /s

Flow-Duration Statistics Citations

Gazoorian, C.L., 2015, Estimation of unaltered daily mean streamflow at ungaged streams of New York, excluding Long Island, water years 1961–2010: U.S. Geological Survey Scientific Investigations Report 2014–5220, 29 p. (<https://pubs.usgs.gov/sir/2014/5220/>)

Peak-Flow Statistics Parameters [2006 Full Region 1]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	3.7	square miles	0.54	4500
LAGFACTOR	Lag Factor	0.0364	dimensionless	0.004	15.229
STORAGE	Percent Storage	0.0386	percent	0	28.92
FOREST	Percent Forest	43.2	percent	23.83	99.61
PRECIP	Mean Annual Precipitation	39.1	inches	29.49	56.1

Peak-Flow Statistics Flow Report [2006 Full Region 1]

Pl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE	ASEp	Equiv. Yrs.
80-percent AEP flood	151	ft ³ /s	31.6	31.6	2.2
66.7-percent AEP flood	183	ft ³ /s	30.3	30.3	2
50-percent AEP flood	226	ft ³ /s	29	29	2.1

Statistic	Value	Unit	SE	ASEp	Equiv. Yrs.
20-percent AEP flood	347	ft ³ /s	27.3	27.3	3.6
10-percent AEP flood	437	ft ³ /s	27.2	27.2	5.1
4-percent AEP flood	561	ft ³ /s	28.2	28.2	6.9
2-percent AEP flood	657	ft ³ /s	29.4	29.4	8
1-percent AEP flood	767	ft ³ /s	30.8	30.8	8.8
0.5-percent AEP flood	870	ft ³ /s	32.5	32.5	9.4
0.2-percent AEP flood	1030	ft ³ /s	35.1	35.1	9.8

Peak-Flow Statistics Citations

Lumia, Richard, Freehafer, D.A., and Smith, M.J., 2006, Magnitude and Frequency of Floods in New York: U.S. Geological Survey Scientific Investigations Report 2006-5112, 152 p. (<http://pubs.usgs.gov/sir/2006/5112/>)

USGS Data Disclaimer: Unless otherwise stated, all data, metadata and related materials are considered to satisfy the quality standards relative to the purpose for which the data were collected. Although these data and associated metadata have been reviewed for accuracy and completeness and approved for release by the U.S. Geological Survey (USGS), no warranty expressed or implied is made regarding the display or utility of the data for other purposes, nor on all computer systems, nor shall the act of distribution constitute any such warranty.

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USGS Product Names Disclaimer: Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

Application Version: 4.6.2

StreamStats Services Version: 1.2.22

NSS Services Version: 2.1.2

August 11, 2021

Mr. Jon Scott
Town of Kirkland
Highway Superintendent
3699 State Route 12B
Clinton, NY 13323

RE: **Proposal to Provide Professional Engineering and Land Surveying Services for:
Sherman Brooke Flood Mitigation Study
Property in Town of Kirkland, Oneida County, NY**

Dear Mr. Scott,

Delta Engineers, Architects, & Land Surveyors, DPC (Delta) appreciates the opportunity to submit this proposal to provide Professional Engineering and Land Surveying services.

1.0 PROJECT DESCRIPTION

- 1.1 It is our understanding that Town of Kirkland seeks funding from Oneida County to support the study of the flooding associated with the 4 square mile Sherman Brooke watershed. More specifically, the proposed study will focus on an evaluation of flooding along Sherman Brook corridor and associated upland areas.
- 1.2 Topographic surveying of drainage channels, storm sewer systems and the grounds within the Sherman Brooke watershed will be needed to prepare hydrologic and hydraulic models of the flooding conditions.
- 1.3 Land surveying services will need to be completed to progress the study. New York State prevailing wage rates will apply.
- 1.4 A comprehensive engineering report of flood conditions and mitigation options is desired.

2.0 SCOPE OF SERVICES

2.1 Survey

- 2.1.1 For the topographic survey, the field work will include the location of critical structures, channels and spot grades on a maximum grid of every 25 feet where needed; locating critical existing structures, channels and any other relevant features within the desired study area. Mapping will be prepared on an aerial to summarize the extents of survey. The topographic survey information gathered will be compiled with available Oneida County

————— *"We are a seamless extension of our clients' organizations"* —————

LiDAR data to develop a comprehensive base-map of the lands and drainage conveyance systems within the study area.

2.2 Engineering

Task 1 – Data Collection Phase

- 2.2.1 Compile and review existing available mapping and aerial photography of the stream, creeks and river channels and their associated floodplains as well as information regarding potentially flood-prone structures, infrastructure, and water quality threats located along the river corridor and within the floodplain. Identify mapping needs and provide specific information to Delta for the collection of additional survey information, if required. The following information will be provided by the Town for use in the analysis, if available:
- Available construction drawings of bridge crossings and structures;
 - Reports of flooding that have been compiled and documented by the local community or county;
 - Water quality reports that have been compiled and documented by the local community, the county, or NYSDEC;
 - Prior reports and analyses that may be available, including Drone Survey information;
- 2.2.2 Conduct a visual assessment of the river channel and floodplain in the project area. The assessment will include identification of low-lying structures, bank and channel conditions, and vegetation along the stream corridor. Photo-document channel reaches. Identify significant storm drainage discharge points into the stream and locations of known or suspected inadequate road drainage conveyance.
- 2.2.3 Acquire additional survey data, as required to accurately prepare hydrologic and hydraulic modeling. This may include flood prone properties, infrastructure (roads, bridges, utilities), stream cross sections at key locations, in-stream structures, stream centerline mapping and other data which is used for execution of hydrologic and hydraulic modeling.
- 2.2.4 Identify potential sources of water quality impairment within the study area that could result from flood discharges, such as streambank and bed erosion, and other sources as appropriate for the project area. Document any known historic impacts to water quality that resulted from flooding.
- 2.2.5 Prepare a technical memorandum summarizing data, mapping, and information collected. Identify any constraints and/or deficiencies in the existing database, including known changes in the system that have occurred following data collection. Evaluate the vulnerability of the system under study to potentially undergo rapid changes.

Task 2 – Hydrologic and Hydraulic Modeling Baseline

- 2.2.6 Obtain past studies or modeling of the watershed for use in evaluating possible mitigation measures. Sources of past studies may be provided by FEMA, New York State Department of Transportation, the state, county or local community.

- 2.2.7 Import any past modeling into HEC-RAS software to develop a "Duplicate Effective Model". This is necessary to demonstrate the reproducibility of the model results on the consultant's equipment/software. Compare output with published data and identify any discrepancies. This modeling effort will be conducted in accordance with FEMA requirements.
- 2.2.8 Review the model cross sections, Manning's 'n' coefficients, site conditions, and expansion/contraction coefficients to ensure that the information in the model and the Duplicate Effective Model accurately reflect site conditions. If warranted, prepare a "Corrected Effective Model" to modify the Duplicate Effective Model. This modeling effort will be conducted in accordance with FEMA requirements.
- 2.2.9 Run the model for the 10-, 50-, 100-, and 500-year flow conditions utilizing New York State published flows.
- 2.2.10 Import floodplain shape files from available GIS and FEMA data and present the existing floodplains on available LIDAR based DEM or GIS mapping of the stream channel corridor on the most recent available aerial imagery.
- 2.2.11 Identify and map flood-prone properties and infrastructure (i.e. roads, bridges, utilities, etc.).
- 2.2.12 Prepare a technical memorandum summarizing Tasks 2.2.6 through 2.2.11.

Task 3 – Identify Mitigation Alternatives

- 2.2.13 Identify flood mitigation goals and objectives, and develop potential actions for the following categories of flood hazard mitigation:
- a. Property Protection – Actions that reduce potential damage to buildings, infrastructure and other kinds of physical property (including property acquisition/relocation, elevation or flood proofing of buildings).
 - b. Flood Damage Prevention and Planning - Actions that lower flood elevations or prevent future losses (such as channel and floodplain modifications, floodplain reclamation, and adoption or amendment of land use regulations, building codes or flood damage prevention regulations).
 - c. Natural Resource Protection - Actions that minimize hazard loss and preserve or restore the function of natural systems (such as soil stabilization measures such as bank protection and stabilization or landslide stabilization, attenuation of peak flows through detention and enhanced storage, debris management).
 - d. Structural Projects - Actions that use or modify structures to mitigate a hazard (such as replacement or retrofit of bridges and culverts, protection of critical utilities and infrastructure).
 - e. Emergency Services – Actions that protect people and property during and immediately following a flood.
 - f. Community Pollution Prevention – Actions at the community scale that reduce pollution during a flood event.

g. Land Acquisition options – for possible flood plain expansion or detention facilities.

2.2.14 Using the modeling from Task 2, identify potential structural flood mitigation measures to decrease or alleviate flooding and flood related damage in populated areas using technically and economically justifiable alternatives. Such evaluation may include the following:

- a. Replacement or retrofits of bridges or culverts;
- b. Removal or relocation of structures, buildings, or channel encroachments;
- c. Channel and floodplain modifications; and
- d. Floodplain improvements or reclamation.
- e. Land acquisition for flood plain expansion or detention
- f. Detention System creation.

Assess the statistical flood events that such mitigation alternatives protect against.

2.2.15 Evaluate and summarize model output relative to each potential mitigation alternative to include changes in water surface elevations, extent of inundation, and depth of flooding. A comparison shall be made between existing and proposed conditions (i.e. with and without the proposed mitigation). Assess potential alternatives individually and in combination, to evaluate collective flood reduction potential. Plot flood profiles and prepare inundation maps for individual measures as well as those that will be achieved with combined measures.

2.2.16 Identify potential impacts associated with mitigation alternatives, including the potential for downstream impacts caused by greater flood conveyance and the effect on sediment transport.

2.2.17 For areas where flood protection through structural modifications is not feasible, non- structural measures shall be evaluated. Non-structural alternatives do not try to limit flooding, but instead attempt to reduce flood damage by protecting structures in the flood prone areas. Evaluation and recommendations shall include flood proofing, relocation, and purchase of flood insurance, potentially with “increased cost of compliance” coverage.

2.2.18 Task 3 Deliverables

- Technical memorandum describing mitigation alternatives and recommendations.
- Preliminary inundation mapping for identified mitigation options

Task 4 –Flood Engineering Analysis Report

2.2.19 Prepare input to a draft local flood engineering analysis report that documents the results of Tasks 1 through 3.

- a. Provide specific modeling information and all previous technical memoranda.
- b. Summary of mitigation options with preliminary statements on effectiveness and relative costs
- c. Inundation mapping associated with each identified candidate mitigation option.
- d. Recommendation for Implementation and prioritization of mitigation actions.

- e. Three Engineering Analysis Report submissions shall be budgeted: 60% Preliminary, 100% Submission and Final Submission.

Task 5 – Local Flood Hazard Mitigation Feasibility Analysis and Plan

- 2.2.20 Review municipal regulations concerning zoning, subdivision of land, and flood damage prevention to verify compatibility with NFIP regulations and determine where modifications may be feasible.
- 2.2.21 Determine the feasibility of each identified mitigation measure proposed. Feasibility will be assessed based on
 - a. Inundation- the hydraulic model will identify reduced flood risk, i.e., structures removed from the 100-year floodplain, etc.
 - b. Degree of pollution prevention – qualitative assessment
 - c. Implementation – constructability will be addressed. Items to consider include; environmental impacts, right of way impacts, etc.
 - d. Construction costs – preliminary engineering and construction cost estimates will be prepared for recommended alternatives. Buyouts/property acquisitions will be considered.
- 2.2.22 Identify funding sources for the feasible mitigation alternatives.
- 2.2.23 Provide implementation plan and prioritization of mitigation actions.
- 2.2.24 Prepare a Local Flood Hazard Mitigation Plan. Specifically, the plan will include the following:
 - a. Discussion of known historic and potential sources of water quality impairment within the study area;
 - b. Mapping of inundation areas and flood-prone and flood-damaged properties;
 - c. Assessment of available funding;
 - d. Final Implementation plan and prioritization of mitigation actions;
 - e. List of reference and resource materials.

3.0 TIME SCHEDULE

We anticipate commencement of the above referenced services within 30 working days from receipt of this signed proposal. The proposed services will be completed at a schedule acceptable to the Owner and as the winter and spring weather allows.

4.0 PROPOSAL ASSUMPTIONS

- 4.1 Additional services that are outside the scope of work outlined above, can be provided on an hourly basis according to our *Standard Rate Schedule* (copy enclosed).
- 4.2 Utility location requests, if required, will be completed by the Town.
- 4.3 It is assumed that the Town will supply all available plans for existing utilities within the study area.

5.0 EXCLUSIONS

The scope of this proposal does not include:

- Boundary and property surveying
- Storm sewer infrastructure condition assessments
- Underground utility surveys using Ground Penetrating Radar or other similar technologies

The above services may be performed via an additional agreement separate from this proposal.

6.0 COMPENSATION

Delta proposes to provide the above-described services for an hourly not-to-exceed fee of \$198,000. Billing will be based on actual hours spent, in accordance with Delta's Standard Rate Schedule.

7.0 EXPENSES

Reimbursable expenses will be billed in accordance with our Standard Rate Schedule and are not expected to exceed \$2,000.

8.0 EXTRA WORK REQUESTS

If work on this project is believed by Delta to be beyond, or in addition to, the Scope of Services, we will notify you immediately. Upon your written approval we will proceed with this additional work and bill the time expended at our current hourly rates.

9.0 AGREEMENT TERMS

This project will be billed monthly on a percent complete basis, with the invoiced amount representing the actual amount of work completed.

Invoices unpaid after 60 days may be sent to a collection agency. Client will be responsible for all costs of collection, including attorney's fees, in addition to the original invoiced amount.

If the services covered by this proposal have not been completed within the scheduled time, through reasons beyond the control of Delta, the anticipated completion date and/or the proposed compensation may be renegotiated.

If the above conditions are acceptable this proposal can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter.

AN ISO 9001:2015 CERTIFIED COMPANY

Thank you for your consideration of this proposal and after you've had a chance to review it, please feel free to contact me at 315-953-4200 if you have any questions or require any additional information.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.



Daniel L. Faldzinski, PE

Director of Civil Engineering Services

Accepted this _____ day of _____, 2021

By: _____
Signature Printed

Title: _____

EXHIBIT A – Terms and Conditions

Indemnification: Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent performance of professional services under this Agreement by Delta and that of its subconsultants, or anyone for whom Delta is legally responsible, that results in bodily injury, property damage or loss of use. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Delta, its officers, directors, employees and subconsultants (collectively, Delta) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent acts in connection with the Project by the Client and the acts of the Client's contractors, subcontractors or consultants or anyone for whom the Client is legally responsible, that result in bodily injury, property damage or loss of use. Neither the Client nor Delta shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Delta, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Delta to the Client for any and all claims, losses, costs, including attorney's fees and costs and expert-witness fees and costs, or damages whatsoever arising out of, resulting from, or in any way related to this Project or Contract, from any cause or causes, so that the total aggregate liability of Delta to the Client shall not exceed \$50,000, or the total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services: This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Delta for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Dispute Resolution: Any claim or dispute between the Client and Delta shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Delta.

Accuracy of Client Documents: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Delta may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof and it is agreed that Delta is not held liable for inaccurate or incomplete information provided by the Client.

Ownership of Documents: All documents prepared or furnished by Delta pursuant to this Agreement are instruments of Delta's professional service, and Delta shall retain an ownership and property interest therein. Delta grants Client a license to use the instruments of professional service for the purpose of completing Client's objective associated with this Agreement. Reuse or modification of any such documents by Client, without Delta's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Delta harmless from all claims, damages and expenses, including attorney's fees, arising out of unauthorized use by Client or by others acting through Client. Should this agreement be terminated by either party, Client's failure to pay for services rendered to the date of termination will result in the license to use the instruments of professional service also terminating.

Use of Electronic Media: Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) and/or non-editable .pdf copies that are signed and sealed by Delta. Files in electronic media format other than non-editable .pdf files are furnished by Delta to Client, or a third party designated by Client, are for convenience only for the purpose of completing Client's objective associated with this Agreement. Any conclusion or information obtained or derived from such electronic files will be at the Client's or 3rd Party's (as authorized by Client) sole risk. Delta makes no guarantee or warranty as to the accuracy of data submitted on electronic media. Delta makes no representations as to the long-term compatibility, usability, or readability of electronic media files resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Delta at the beginning of services under this Agreement.

Excluded Services: Services not set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Delta's services. Delta assumes no responsibility to perform any services not specifically listed in the Scope of Services.

Reliance on Others: Per the standard of care, Delta and its subconsultants or subcontractors may use or rely upon design elements or information ordinarily or customarily furnished by others, including, but not limited to, specialty subcontractors, manufacturers, suppliers, and the publishers of technical standards.

Fiduciary Duty: The Client confirms that neither Delta nor any of its subconsultants or subcontractors has offered any fiduciary service, including Municipal Advisor services (as defined by the Securities and Exchange Commission), to the Client and no fiduciary shall be owed to the Client nor performed as part of this Agreement by Delta or any of its subconsultants or subcontractors, as a consequence of Delta entering into this Agreement with the Client.

Agreed the above terms and conditions are incorporated into and made a part of the Agreement.

2021 RATE SCHEDULE

Effective Thru: 12/31/21



LABOR

TITLE	HOURLY RATE
PRINCIPAL	\$190
SENIOR PROJECT MANAGER	\$175
PROJECT MANAGER	\$145
PROFESSIONAL LAND SURVEYOR	\$140
SENIOR PROJECT ARCHITECT/ENGINEER	\$130
PROJECT ARCHITECT/ENGINEER	\$115
SENIOR ARCHITECT/ENGINEER	\$100
INTERIOR DESIGNER	\$100
ARCHITECT/ENGINEER	\$90
ASSISTANT ARCHITECT/ENGINEER	\$85
SENIOR TECHNICIAN	\$80
TECHNICIAN	\$60
ASSISTANT TECHNICIAN	\$45
ADMINISTRATIVE ASSISTANT	\$65
SENIOR ENVIRONMENTAL SCIENTIST	\$130
ENVIRONMENTAL SCIENTIST	\$85
INDUSTRIAL HYGIENIST	\$65
PARTY CHIEF	\$100
SURVEY TECHNICIAN	\$70
CONSTRUCTION SUPERVISOR	\$140
LEVEL 4 INSPECTOR	\$120
LEVEL 3 INSPECTOR	\$110
LEVEL 2 INSPECTOR	\$85

REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	\$ 0.25/Square Foot
VELLUM	\$ 0.50/Square Foot
MYLAR	\$ 0.75/Square Foot
PHOTOCOPIES	\$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
SUBCONTRACT SERVICES	COST + 10%
HIGH DEFINITION LASER SCANNER	\$500/Day; \$250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF DEERFIELD

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Town of Deerfield, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 6329 Walker Road, Deerfield, New York 13502 (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 and other storms have caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

- A. The total amount of the Grant shall not exceed forty thousand, four hundred and fifty-eight dollars. (\$40,458.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$40,458.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed forty thousand, four hundred and fifty-eight dollars (\$40,458.00).
2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project, up to forty thousand, four hundred and fifty-eight dollars (\$40,458.00). In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Grant Program funds.
2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by the County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is

in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project due to financial difficulties. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation made by the Oneida County Board of Legislators, upon a request of the Oneida County Executive, Anthony J. Picente, Jr. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Chief Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, NY 13501
Phone (315) 798-5710
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;

7. Actual construction of the Project; or
 8. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and
 - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
 9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
 2. Fund raising;
 3. Taxes, except sales tax on goods and services;
 4. Insurance, except title insurance;
 5. Attorney fees; except for acquisition and clearing title to land;
 6. Loans, grants, or subsidies to persons or entities for development;
 7. Bad debts or contingency funds;
 8. Interest;
 9. Lobbyists; and
 10. Political contributions.

VI. PAYMENT OF GRANT MONIES

A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion, to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

B. ADVANCEMENT: Under this Grant, the County agrees to advance up to fifty (50%) percent, or twenty thousand, two hundred and twenty-nine dollars (\$20,229.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the “Indemnifying Party”) shall indemnify and hold harmless, and at the County’s option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee’s authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee’s authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 2. Workers’ Compensation and Employer’s Liability

- a. Statutory limits apply.
3. Automobile Liability
- a. Business auto liability with limits of at least \$1,000,000 each accident.
 - b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
4. Commercial Umbrella
- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree

that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program may affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

TOWN OF DEERFIELD

By: _____
SCOTT MAHARDY
Town Supervisor

Approved

Robert E Pronteau
Oneida County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

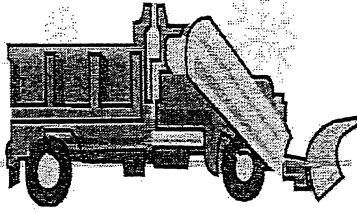
- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



TOWN OF DEERFIELD HIGHWAY DEPARTMENT

6892 State Route 8
Deerfield, NY 13502
Office - 315-826-7014
Fax - 315-826-7024

E-mail- townofdeerfield@centralny.twcbc.com

3/28/2022

Oneida County Department of Planning
Attn: Kristin Campbell
Boehlert Center @ Union Station
321 Main St. 3rd floor
Utica, NY 13501

Dear Kristin,

The Town of Deerfield has had repetitive issues with washouts and flooding from storm water and runoff in the drainage ditches on Ravine Drive in the Town of Deerfield. The Town of Deerfield proposes to cut off half of the road ditch drainage water, by putting in a new culvert that drains into Reels Creek. Additionally we want to right size an existing culvert that drains into creek to fit the hydrology of the runoff volume within the neighborhood. The best size culvert would be a 24" elliptical perforated plastic pipe.

Through the technical assistance from Oneida County Soil and Water Conservation District the town has come up with the two sizes of the culverts that will be installed. These culverts will be elliptical 24" plastic pipes. The Town of Deerfield plans on a combination of in-kind services as well as contractors for heavy machinery and paving to replace and install these drainage pipes.

This project will not only help the current residential flooding and flood related damage issue, but also help protect the town's roadways, utilities, and road ditches. Maintenance will still have to occur, but the main concern of repetitive flood damage will be reduced.

Thank You

Sam Arcuri Jr.

Highway Superintendent

Town of Deerfield Highway Department



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program Application

Applicant Information

1. Municipality:

Town of Deerfield

2. Name of Chief Elected Official:

Sam Arccuri

3. Primary Contact and Title:

Sam Arccuri, Highway Superintendent

4. Mailing Address

6892 NY-8
Utica NY 13502

5. Email Address

highwaysuperintendent@townofdeerfield.org

6. Phone Number

315-725-1465

7. Federal Employer ID Number (EIN):

156000922

Project Information

1. Project Name:

Ravine Drive Drainage Ditch Repair and Culvert

2. Amount Requested:

\$40,458.00

2a. Total Project Cost:

\$80,916.00

3. Location:

Ravine Drive and Kraft Drive, Town of Deerfield

4. Tax Parcel ID Number(s):

294.018-1-1, 294.018-1-3, 294.018-1-4, 294.018-1-7, 294.018-1-8, 294.018-1-44, 294.018-1-62

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

Updating drainage ditch and inserting new drainage outlet culvert to help with flooding on street and washouts of driveways and lawns. This will help with reoccurring flooding and be an additional outlet for stormwater/runoff within the residential areas. Additionally, we will be right-sizing another drainage culvert outlet for the correct hydrological size for the neighborhood area that drains there.

Project Information Continued

6. Project Start Date:

Summer/Fall 2022

7. Estimated Duration of Construction:

1 Month

8. Is the Project Located On: Public or Private Land ? (check one)

9. Does Applicant Own or have Easement ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)

11. Affected Waterbodies:

Reall Creek, but mainly road drainage ditches.

12. List Required Permits:

N/A. Covered under Town's general permit. No other permit is required.

Supporting Documents

- ◊ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◊ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◊ Photographs of the project site
- ◊ Location maps
- ◊ Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel		\$4,000.00	\$4,000.00
Salary			
Fringe			
Contractual	\$40,458.00	\$36,458.00	\$76,916.00
Equipment			
Engineering			
Supplies			
Other			
Total	\$40,458.00	\$40,458.00	\$80,916.00

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Town of Deerfield (in-kind services)	\$40,458.00
Total	\$ 40,458.00

Please return application and supporting materials to:

Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email planning@ocgov.net



Ravine Culvert



jmclaughlin1418

Auto-saved 1 minute ago

12/16/2014 11:03 AM

Present

- New Drainage Outlet
- Update Current Culvert
- Drainage Ditch Area
- Drainage Ditch Area



Google Earth

200 m



2022 Drainage projects

Ravine Drive / Kraft Drive

Install new drainage across Ravine drive at 713 and continue along west side of property to Reall Creek.
Estimate of Equipment and time.

Excavator –	40hr at \$55.30 Per. hour	\$2212.00
Skid-Steer-	40hr at \$38.72 Per. hour	\$1549.00
Concrete mixer-	8 hr at \$3.13 per. hour	\$ 25.00
2014 Mack truck –	40hr at \$91.65 per. hour	\$ 3666.00
2018 Mack Truck –	40hr at \$91.65 per hour	\$ 3666.00
Trailer	- 8hr at 16.71 per. hour	\$ 134.00
Labor X2	- 40 hours each = 80 hours at \$20.00 per hour	\$ 1600.00
		\$12,852.00

Ravine Drive / Fairview Drive

Replace and right size drainage at 705 Ravine drive. Replace existing drainage along west side of property going to Reall Creek. Estimate of equipment and time.

Excavator -	60hr at \$55.30 per. hour	\$3318.00
Skid-steer -	60hr at \$38.72 per. hour	\$2323.00
Concrete mixer -	8hr at \$ 3.13 per. hour	\$ 25.00
2014 Mack truck –	60hr at \$91.65 per hour	\$5499.00
2018 Mack truck -	60hr at \$91.65 per. hour	\$5499.00
Labor X2	- 60hr X2 = 120 hours at 20.00 per. hour	\$2400.00
		19,064.00

Paving	\$4,500.00
Seed and mulch (hay)	\$500.00
Backfill/top soil	\$500.00
Rock (#2 stone and riprap)	\$6,000.00
Flare culvert ends	\$2,500.00
2X 24 Inch elliptical plastic culverts	\$35,000.00
	\$49,000.00

Project Total: \$80,916.00

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF ANNSVILLE

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Town of Annsville, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 4225 State Route 69 Taberg, New York 13471 (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 and other recent storms have caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

- A. The total amount of the Grant shall not exceed two hundred ninety-six thousand, two hundred and fifty dollars. (\$296,250.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$296,250.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed two hundred ninety-six thousand, two hundred and fifty dollars (\$296,250.00).
2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match a portion of the County share of the costs of the Project, up to ninety-eight thousand, seven hundred and fifty dollars (\$98,750.00). In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Grant Program funds.
2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by the County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is

in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project due to financial difficulties. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation made by the Oneida County Board of Legislators, upon a request of the Oneida County Executive, Anthony J. Picente, Jr. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Chief Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, NY 13501
Phone (315) 798-5710

C. The Grantee's authorized representative for the Grant Program is:

V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or

8. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and
 - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
 9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
 2. Fund raising;
 3. Taxes, except sales tax on goods and services;
 4. Insurance, except title insurance;
 5. Attorney fees; except for acquisition and clearing title to land;
 6. Loans, grants, or subsidies to persons or entities for development;
 7. Bad debts or contingency funds;
 8. Interest;
 9. Lobbyists; and
 10. Political contributions.

VI. PAYMENT OF GRANT MONIES

- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion, to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.
- B. ADVANCEMENT: Under this Grant, the County agrees to advance up to fifty (50%) percent, or one hundred forty-eight thousand, one hundred and twenty-five dollars (\$148,125.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the “Indemnifying Party”) shall indemnify and hold harmless, and at the County’s option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee’s authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee’s authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 2. Workers’ Compensation and Employer’s Liability

a. Statutory limits apply.

3. Automobile Liability

a. Business auto liability with limits of at least \$1,000,000 each accident.

b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

4. Commercial Umbrella

a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree

that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program may affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

TOWN OF ANNSVILLE

By: _____
STACEY VAILE
Town Supervisor

Approved

Robert E Pronteau
Oneida County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

TOWN OF ANNSVILLE

Councilmen
Pamela Dibble
Remonia Falk
Ed Fall Jr.
Shawn Salsman

Stacey Vaile, Supervisor
P. O. Box 262
Taberg, NY 13471
315-337-0345
townofannsville.org

Highway Superintendent
Carl E. Roser Jr.

Town Clerk
Christine Matt Broski

January 14, 2022

Kristin E. Campbell, AICP, Principal Planner
Oneida County Department of Planning
Herkimer Oneida Counties Comprehensive Planning Program
321 Main Street, Union Station
Utica, NY 13501

Re: Oneida County Flood Mitigation Grant Program

Dear Ms. Campbell:

At the request of the Town of Annsville, Oneida County Department of Public Works personnel met with Annsville Highway Superintendent Carl Roser to discuss solutions to alleviate or lessen the severity of periodic flooding along Green Brook Lane.

Oneida County contacted Delta Engineers to conduct a preliminary assessment and develop a scope of work and cost estimate. The conceptual cost estimate assumes the ditch will be widened, driveway culverts replaced, the culvert under Main Street will be replaced and the ditch channel will be stabilized with rip-rap, check dams or other stabilization means. The estimate, with a 25% contingency is \$300,000 for construction, \$50,000 for design, and \$45,000 for construction inspection. The total project estimate is \$395,000. The requested grant funding is \$296,250 (75%). The Town of Annsville match is \$98,750 (25%).

Green Brook Lane is a dead end town highway with several residences along both sides of the road. Adjacent to the road is a drainage ditch which conveys an unnamed tributary to Furnace Creek. The drainage ditch continues under Main Street and enters Furnace Creek 130 ft. to the south. Furnace Creek then flows approximately 300 ft. from that point then enters Fish Creek.

The unnamed tributary begins approximately 2.25 miles north west of Main Street and drains an area of approximately 500 acres. The watershed is fairly narrow and moderately steep (6% overall) and is predominately woods and swamps with some agricultural fields.

Ditch widening, culvert right sizing, and channel stabilization are some key elements that will be addressed. The Town of Annsville intends to provide in kind services for the 25% match required for the grant. It is anticipated that the Town will construct the ditch section and install culvert pipes and stream stabilization measures.

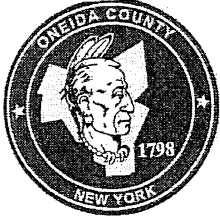
For efficiency of operations, if the culvert under Main Street needs replacement, a contractor will be secured for that portion of the work.

No plans or studies have commenced. If the Town secures a flood mitigation grant from Oneida County they will secure the services of Delta Engineers for all phases of project development and provide construction supervision and inspection, if requested.

Sincerely,

Stacey Vaile
Annsville Town Supervisor

"This institution is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800)795-3272 (voice) or (202)720-6382 (TDD)."



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program Application

Applicant Information

1. Municipality: Town of Annsville	
2. Name of Chief Elected Official: Stacey Vaile, Supervisor	
3. Primary Contact and Title: Stacey Vaile, Supervisor	
4. Mailing Address 4225 State Route 69 Taberg, NY 13471	5. Email Address annsvilletownsupervisor@gmail.com
6. Phone Number 315-271-4638	
7. Federal Employer ID Number (EIN): 15 6000 857	

Project Information

1. Project Name: Green Brook Lane Drainage Improvements	
2. Amount Requested: \$296,250	2a. Total Project Cost: \$395,000
3. Location: Green Brook Lane, Hamlet of Taberg, Town of Annsville, Oneida County	
4. Tax Parcel ID Number(s): 168.001-2-50, 168.001-2-51, 168.001-2-52	
5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning) During large storm events the ditch carrying surface water north and west of Green Brook Lane overtops and causes flooding to adjacent properties and Main Street. A design consultant with experience in hydraulic design will analyze the existing ditch and connecting culverts and design an appropriate system to transmit normal flows and an appropriate design flood.	

Project Information Continued

6. Project Start Date:
7. Estimated Duration of Construction:
8. Is the Project Located On: Public or Private Land ? (check one)
9. Does Applicant Own or have Easement ? (check one)
10. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)
11. Affected Waterbodies:
12. List Required Permits:

Supporting Documents

- ◇ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◇ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◇ Photographs of the project site
- ◇ Location maps
- ◇ Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary		\$19,200	\$19,200
Fringe		\$4,800	\$4,800
			\$201,250
Contractual	\$201,250		
Equipment		\$50,000	\$50,000
Engineering	\$95,000		\$95,000
Supplies		\$24,750	\$24,750
Other			
Total	\$296,250	\$98,750	\$395,000

Match Funds

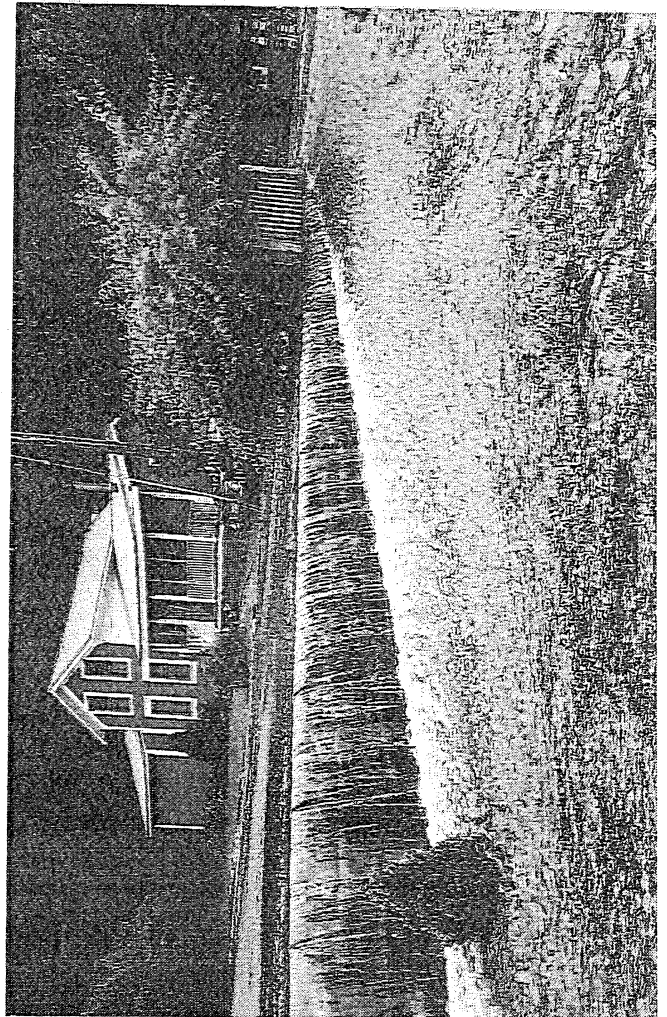
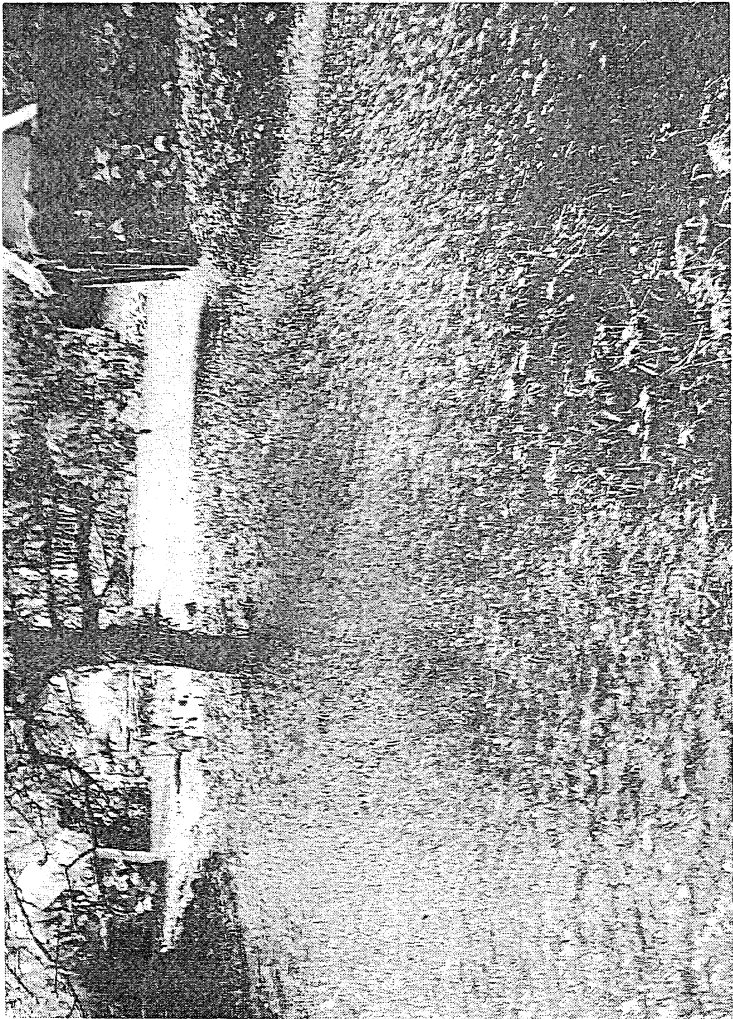
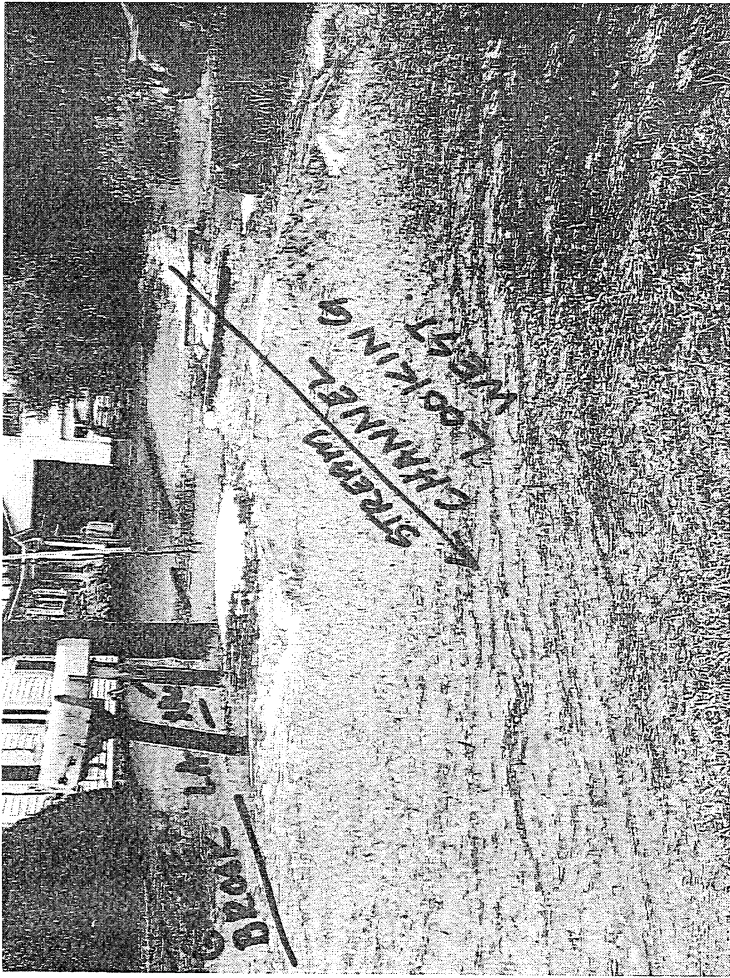
Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Salary - 4 workers at \$30/hr x 40 hours x 4 weeks	\$19,200
Fringe - 25% of Salary	\$4,800
Equipment - 1 Excavator, 2 Dump Trucks, various compaction equipment and various hand tools	\$50,000
Supplies - Stone, Gravel, Culvert Pipes, Asphalt	\$24,750
Total	\$ 98,750

Please return application and supporting materials to:
Oneida County Department of Planning
Boehlert Center @ Union Station
321 Main St. 3rd Floor
Utica, NY 13501
For questions, call (315) 798-5710 or email planning@ocgov.net



Contract No. 70148
 Amendment No. 2
 Effective Date _____

Amendment

This Amendment modifies the Flood Mitigation Grant Agreement entered into this 24th day of September, 2019, between Oneida County (“COUNTY”), the Oneida County Soil and Water Conservation District (“DISTRICT”), and the Town of New Hartford (“GRANTEE”), as follows:

1. **Change in Project Work:** None
2. **Change in Term:** The term of the Agreement shall be extended from December 31, 2022 to December 31, 2025.
3. **Change in Amount of Grant:** The grant amount shall be increased by \$480,000 from \$800,000 to a revised total of \$1,280,000. See the Revised Project Plan attached hereto and incorporated herein as Exhibit A.

All other terms and conditions remain unchanged.

COUNTY

GRANTEE

 Anthony J. Picente Jr.
 Oneida County Executive

 Paul Miscione
 Town Supervisor

 Date

 Date

Approved

 Robert E. Pronteau, Oneida County Attorney

 Oneida County Soil and Water, Director



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program Application

Applicant Information

1. Municipality:

Town of New Hartford

2. Name of Chief Elected Official:

Paul Miscione Town Supervisor

3. Primary Contact and Title:

Richard Sherman Highway Superintendent

4. Mailing Address

8635 Clinton Street New
Hartford New York 13413

5. Email Address

rsherman@townofnewhartfordnu.gov

6. Phone Number

315 733-7500

7. Federal Employer ID Number (EIN):

15-100-1062

Project Information

1. Project Name:

Mud Creek Flood Control at Middle Settlement Road Dam

2. Amount Requested:

480,000.00

2a. Total Project Cost:

960,000.00

3. Location:

Mud Creek Middle Settlement Road

4. Tax Parcel ID Number(s):

43.0780955, -75.3343295

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

Construction of a 600' long 10' high earthen flood control dam with a cast in place spillway

Project Information Continued

5. Project Start Date:

7. Estimated Duration of Construction:

10/21

9/22

3. Is the Project Located On: Public or Private Land ? (check one)

9. Does Applicant Own or have Easement ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)

11. Affected Waterbodies:

Mud Creek / Sauquoit Creek

12. List Required Permits:

DEC permits and Army Corp of Engineer's

Supporting Documents

- ◊ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◊ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◊ Photographs of the project site
- ◊ Location maps
- ◊ Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual	480,000.00	480,000.00	
Equipment			
Engineering	30,000.00	30,000.00	60,000.00
Supplies			
Other			
Total	480,000.00	480,000.00	960,000.00

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Band	480,000.00
Total	\$ 480,000.00

Please return application and supporting materials to:

Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email planning@ocgov.net

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Contract No. 70148
 Amendment No. 2
 Effective Date _____

Amendment

This Amendment modifies the Flood Mitigation Grant Agreement entered into this 24th day of September, 2019, between Oneida County (“COUNTY”), the Oneida County Soil and Water Conservation District (“DISTRICT”), and the Town of New Hartford (“GRANTEE”), as follows:

1. **Change in Project Work:** None
2. **Change in Term:** The term of the Agreement shall be extended from December 31, 2022 to December 31, 2025.
3. **Change in Amount of Grant:** The grant amount shall be increased by \$480,000 from \$800,000 to a revised total of \$1,280,000. See the Revised Project Plan attached hereto and incorporated herein as Exhibit A.

All other terms and conditions remain unchanged.

COUNTY

GRANTEE

 Anthony J. Picente Jr.
 Oneida County Executive

 Paul Miscione
 Town Supervisor

 Date

 Date

Approved

 Robert E. Pronteau, Oneida County Attorney

 Oneida County Soil and Water, Director



County Executive Anthony J. Picente, Jr.
800 Park Avenue • Utica, New York 13501

Oneida County Flood Mitigation Grant Program Application

Applicant Information

1. Municipality:

Town of New Hartford

2. Name of Chief Elected Official:

Paul Miscione Town Supervisor

3. Primary Contact and Title:

Richard Sherman Highway Superintendent

4. Mailing Address

8635 Clinton Street New
Hartford New York 13413

5. Email Address

rsherman@townofnewhartfordnu.gov

6. Phone Number

315 733-7500

7. Federal Employer ID Number (EIN):

15-100-1062

Project Information

1. Project Name:

Mud Creek Flood Control at Middle Settlement Road Dam

2. Amount Requested:

480,000.00

2a. Total Project Cost:

960,000.00

3. Location:

Mud Creek Middle Settlement Road

4. Tax Parcel ID Number(s):

43.0780955, -75.3343295

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

Construction of a 600' long 10' high earthen flood control dam with a cast in place spillway

Project Information Continued

5. Project Start Date:

7. Estimated Duration of Construction:

10/21

9/22

3. Is the Project Located On: Public or Private Land ? (check one)

9. Does Applicant Own or have Easement ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes or No (check one)

11. Affected Waterbodies:

Mud Creek / Sauquoit Creek

12. List Required Permits:

DEC permits and Army Corp of Engineer's

Supporting Documents

- ◊ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◊ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◊ Photographs of the project site
- ◊ Location maps
- ◊ Budget including narrative that describes sources of matching funds

Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual	480,000.00	480,000.00	
Equipment			
Engineering	30,000.00	30,000.00	60,000.00
Supplies			
Other			
Total	480,000.00	480,000.00	960,000.00

Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Band	480,000.00
Total	\$ 480,000.00

Please return application and supporting materials to:

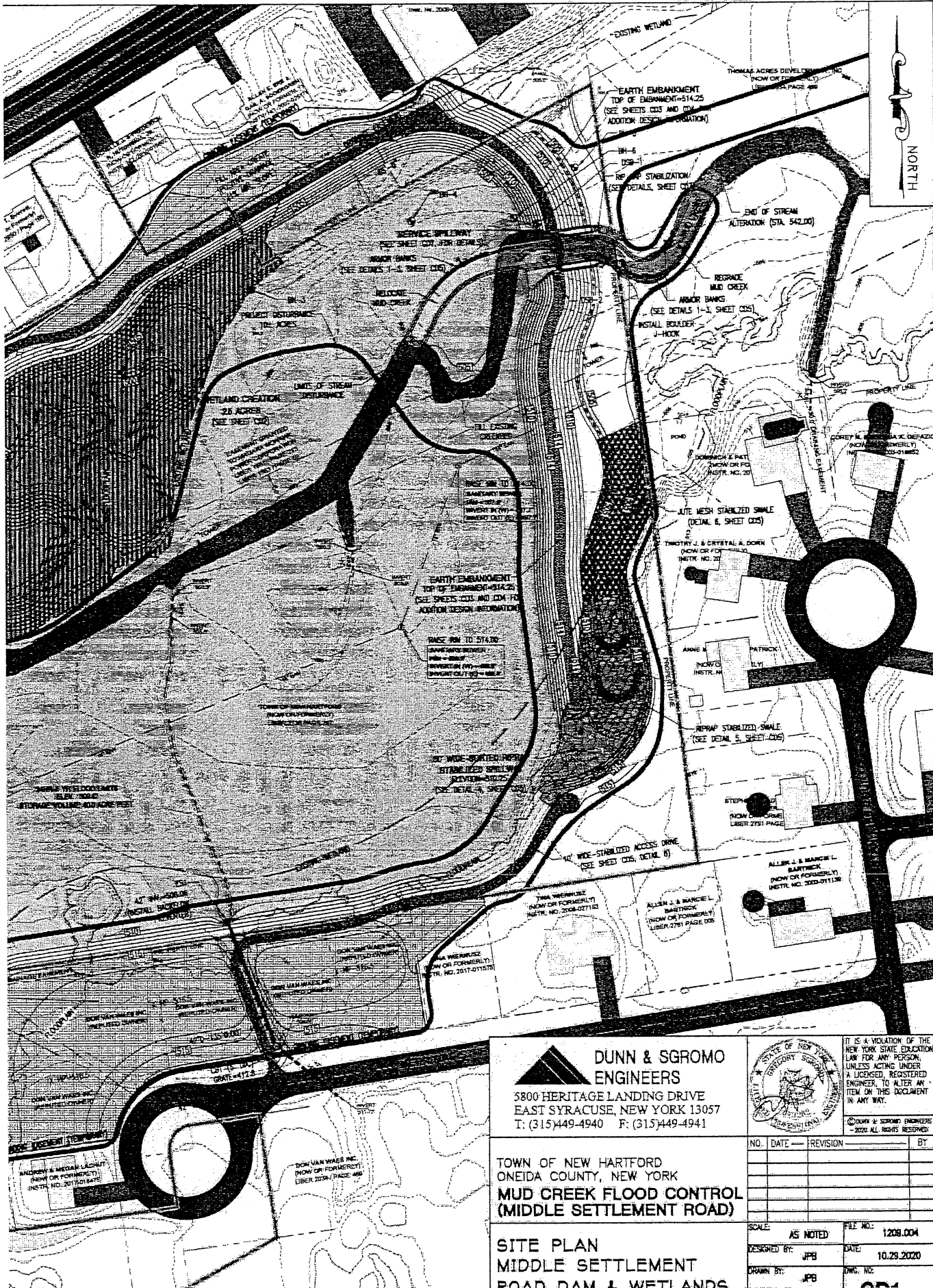
Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email planning@ocgov.net



DUNN & SGROMO ENGINEERS

5800 HERITAGE LANDING DRIVE
EAST SYRACUSE, NEW YORK 13057
T: (315)449-4940 F: (315)449-4941



IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON UNLESS ACTING UNDER A LICENSED, REGISTERED ENGINEER, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY.

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TOWN OF NEW HARTFORD
ONEIDA COUNTY, NEW YORK
**MUD CREEK FLOOD CONTROL
(MIDDLE SETTLEMENT ROAD)**

**SITE PLAN
MIDDLE SETTLEMENT
ROAD DAM & WETLANDS**

NO.	DATE	REVISION	BY

SCALE: AS NOTED FILE NO.: 1208.004
DESIGNED BY: JPB DATE: 10.29.2020
DRAWN BY: JPB DWG. NO.: 001

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

April 4, 2022

FN 20 22-194

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Ave.
 Utica, NY 13501

PUBLIC WORKS
 WAYS & MEANS

Dear County Executive Picente,

The enclosed lease agreement is with the Town of Deerfield for use of approximately one (1) acre of land at the former Broadacres site. The land will be used by the Town for the purpose of maintaining a town-owned pole barn to house its snow and ice control operations, including but not limited to snowplows, maintenance vehicles, salt, sand, and/or other equipment used in connection therewith.

The proposed term of this agreement would be for a five (5) year period beginning January 1, 2022 and ending December 31, 2026. Rent for the term of this agreement would be the sum of \$1.00.

If you concur, please forward the enclosed lease agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner

cc: Patrick Cassidy, Deputy Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by

 Anthony J. Picente, Jr.
 County Executive
 Date 5-24-22

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Deerfield
6329 Walker Road
Deerfield, NY 13502

Title of Activity or Service: Lease Agreement

Proposed Dates of Operation: January 1, 2022 to December 31, 2026

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This lease agreement is for use of approximately one (1) acre of land at the former Broadacres site. The land is used by the Town for the purpose of maintaining a town-owned pole barn to house its snow and ice control operations, including but not limited to snowplows, maintenance vehicles, salt, sand, and/or other equipment used in connection therewith.

Rent for the term of this agreement would be the sum of \$1.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$1.00 **Account #:** A2412 (REVENUE)

Oneida County Dept. Funding Recommendation: \$1.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$1.00 Revenue

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this ____ day of _____, 2022, by and between the County of Oneida, NY, a municipal corporation organized and existing under the laws of the State of New York, with offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as “Landlord,” and the Town of Deerfield, NY, a municipal corporation organized and existing under the laws of the State of New York, with offices at 6329 Walker Road, Deerfield, NY 13502, hereinafter known as “Tenant;”

WHEREAS, the Landlord is the owner of a parcel of land on Walker Road in the Town of Deerfield upon which the former Broad Acres Skilled Nursing Facility is located; and

WHEREAS, the Tenant wishes to let from the Landlord, and the Landlord wishes to let to the Tenant, a one (1) acre portion of said parcel for the purpose of maintaining use of a pole barn to house its snow and ice control operations, including but not limited to snowplows, maintenance vehicles, salt, sand and/or other equipment used in connection therewith; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **DEMISED PREMISES.** The Landlord hereby lets to the Tenant the Demised Premises, consisting of one (1) acre of land situated on the former Broad Acres site on Walker Road in the Town of Deerfield, NY, as more particularly shown on **Exhibit A**, annexed hereto and made a part hereof.

2. **USE.** The Demised Premises are to be used by the Tenant in connection with its snow and ice control operations, which includes the maintenance of an existing structure owned by the Tenant to house its snowplows, maintenance vehicles, salt, sand and/or other equipment used in connection therewith. The Demised Premises shall be used for no other use or activity other than as herein specified. Tennant shall be allowed to utilize Broadacres Road for access. Broadacres Road is a common access road and the Tennant shall not block or disallow use by the County or other tenants.

3. **TERM.** The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2022 and ending on December 31, 2026, unless sooner terminated in accordance herewith.

4. **RENT.** The rent to be paid by the Tenant to the Landlord for term of this Agreement shall be the sum of \$1.00.

5. **IMPROVEMENTS/ALTERATIONS.** It is understood that the Tenant intends to maintain the existing Tenant-owned structure on the property to house its snow control operations. The Landlord hereby grants to Tenant the authority to maintain or repair such building upon the Demised Premises, subject to prior written approval of the building plans and specifications by the Oneida County Department of Public Works, the approval of which shall not be unreasonably withheld, conditioned or delayed. Additionally, the Tenant shall have the right to arrange for installation of utilities to the Demised Premises as may be necessary for its operations. The cost of all such improvements and alterations shall be at the Tenant's sole expense. Prior to commencement of construction, the Tenant shall secure any and all required permits and licenses and pay any fees or expenses in connection therewith.

6. **SECURITY.** The Tenant shall be responsible for constructing gates and barricades as directed by the Landlord as may be necessary to control and prevent public access to the Tenant's leased property, the cost of which shall be at Tenant's sole expense.

7. **MAINTENANCE AND REPAIRS.** The Tenant shall be responsible for all ordinary maintenance and repairs to the Demised Premises and any building or structure erected thereon, including lawn maintenance and snow removal.

8. **UTILITIES.** The Tenant shall be responsible for payment of any and all utilities consumed by it in connection with its use of the property, as well as any other costs, fees or expenses, as may be applicable.

9. **REMOVAL/RESTORATION.** The Tenant shall have the right to remove any improvements erected by it upon the Demised Premises at the expiration of this Lease, provided the property is restored to the same condition as it existed prior to this Lease. Should the Tenant elect not to remove such improvements, the Landlord reserves the right to direct the Tenant to remove such improvements at Tenant's expense or to retain the improvements.

10. **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant shall, at Tenant's own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the Demised Premises as a result of Tenant's use and occupancy thereof, made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority, including, but not limited to, complying with all laws, ordinances, rules, regulations and orders pertaining to fire, ventilation and environmental safety.

11. **ACCESS TO PREMISES BY LANDLORD.** Landlord shall maintain the right to enter upon and inspect the Demised Premises at all reasonable hours for the purpose of

examining the same or making emergency repairs, provided, however, that reasonable advance notice is given to Tenant.

12. **INSURANCE.** The Tenant shall, at Tenant's sole cost and expense, at all times during the term, provide and keep in force full general public liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) for injury or death to any one or more persons, and damage to property, per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Tenant agrees to have Landlord added to said insurance policies as a named additional insured, as its interest may appear, and to provide Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show Lessor as an additional insured and to provide that such coverage shall not be terminated without written prior notice to Lessor of at least thirty (30) days, protecting and indemnifying Landlord from liability for injuries to persons or damage to property occurring in, at or about the Demised Premises by reason of Tenant's use and/or occupancy of the Demised Premises.

Tenant shall, at Tenant's own cost and expense, at all times during the term, provide and keep in force fire insurance with extended coverage endorsement on all Tenant's trade fixtures and equipment located in or upon the Demised Premises, in an amount equal to the full replacement cost thereof, excepting, that in the event Tenant shall obtain such insurance with a co-insurance clause, Tenant shall only be required to maintain such insurance in an amount equal to such co-insurance percentage of full replacement cost, but in no event less than eighty percent (80%) thereof.

All policies of insurance required to be provided and kept in force by Tenant in accordance herewith shall be written by one or more insurance companies authorized to do

business in the State of New York and shall waive any rights of subrogation on the part of the insurer against Landlord or Landlord's designees.

13. **INDEMNIFICATION.** Tenant agrees that they shall defend, indemnify and hold harmless Landlord from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the operations of Tenant and their agents, servants, invitees or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default, negligence or malfeasance by Tenant and/or their agents, servants, invitees or employees, or failure on the part of Tenant and their agents, servants, invitees or employees to comply with any of the covenants, terms or conditions of this agreement.

14. **TERMINATION.** The Tenant shall have the right to terminate this Lease upon ninety (90) days' written notice to Landlord, which notice shall specify the date of termination. In the event of expiration or termination of this lease, whether under the provisions of this section or otherwise, Tenant shall quit and deliver possession of the Demised Premises to the Landlord on or before the date of such termination in the same condition as at the inception of this lease, except as otherwise provided herein.

15. **NOTICES.** All notices to be served upon Tenant by Landlord or upon Landlord by Tenant shall be in writing and delivered by registered or certified mail.

Notices to Landlord shall be addressed to Commissioner, Oneida County Department of Public Works, 6000 Airport Road, Oriskany, New York 13424.

Notices to Tenant shall be addressed to: Town Supervisor, Town of Deerfield, 639 Walker Road, Deerfield, NY 13502.

16. **WAIVER LIMITED.** No waiver of any breach or breaches of any provision or condition of this Lease Agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of this Lease Agreement or breach of same.

17. **AMENDMENTS AND MODIFICATIONS.** This Lease Agreement may be modified or amended only in writing, duly authorized and executed by Lessor and Lessees. It may not be modified or amended by oral agreements or understandings between the parties.

18. **SEVERABILITY.** If any part of this Lease Agreement is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease Agreement shall remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

TENANT

LANDLORD

Scott Mahardy
Town Supervisor

Anthony J. Picente, Jr.
County Executive

Approved

Robert E. Pronteau
Assistant County Attorney

EXHIBIT 1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gates-Cole Associates Inc. 92 Genesee St PO Box 407 New Hartford NY 13413		CONTACT NAME: Danielle M Bali PHONE (A/C, No, Ext): (315) 732-5183 E-MAIL ADDRESS: DanielleB@gatescole.com FAX (A/C, No): (315) 732-1290	
INSURED Town of Deerfield 6329 Walker Road Utica NY 13502		INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company NAIC # 19801 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2252041297

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PE-4643376-00	03/15/2022	03/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ None
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-4643376-00	03/15/2022	03/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		UMB-4643376-00	03/15/2022	03/15/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE	
		N/A					OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as additional insured in regards to the general liability per form GL-360 PE (09/07) on a primary basis as required by written contract. Thirty day written notice of cancellation applies. Waiver of subrogation applies.

The Certificate Holder is included as additional insured in regards to the automobile liability per form CA360NY-0315 on a primary basis as required by written contract. Thirty day written notice of cancellation applies. Waiver of subrogation applies.

The Certificate Holder is included as additional insured in regards to the umbrella on a primary basis as required by written contract. Thirty day written notice

CERTIFICATE HOLDER**CANCELLATION**

County of Oneida, NY
 800 Park Ave
 Utica NY 13501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00066209

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Gates-Cole Associates Inc.		NAMED INSURED Town of Deerfield	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

of cancellation applies. Wavier of subrogation applies.

RE: Lease of parcel of land at Broadacres Rd

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK 360© - ADDITIONAL COVERAGE MODIFICATIONS - BUSINESS AUTO

The following modifies insurance where provided under the Business Auto Coverage Form:

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured is amended to add the following:

1. Broad Form Insured

- a. The following are “insureds”, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:
 - (1) Any member of the governing body of the Named Insured.
 - (2) Any boards, commissions or councils of the Named Insured and their members.
 - (3) Any elected or appointed officer of the Named Insured.
 - (4) Any “volunteer worker” of the Named Insured.
- b. When the Named Insured is a school entity, the following are also “insureds”, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:
 - (1) Any student body organizations but only while operating under the authority and supervision of the governing body of the Named Insured.
 - (2) Any driving instructor employed by the Named Insured while using a covered “auto” in the course of driving instruction.
 - (3) Any student driver in the course of using a covered “auto” with a driving instructor employed by the Named Insured.
 - (4) Any trustee, director or superintendent of the Named Insured.
 - (5) Any student teacher of the Named Insured.

However:

- c. No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
 - d. Any organization other than a partnership or joint venture that you newly acquire or form over which you exercise control and actively manage and to which no other similar insurance is available will be deemed to be a Named Insured.
 - e. Coverage does not apply to any loss that occurred before you acquired or formed the organization.
- 2. Employees and Volunteers as Insureds**
- a. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.
 - b. A “volunteer worker” is an “insured” while using a covered “auto” you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that “auto” is also an “insured”.

“Volunteer worker” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

3. Lessors as Insureds

The lessor of a covered “auto” while the “auto” is leased to you under a written agreement if:

- a. The agreement requires you to provide direct primary insurance for the lessor, and
- b. The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

The coverage provided under this paragraph 3. applies to any leased "auto" until the expiration date of the lease, or until the lessor or his or her agent takes possession of the leased "auto", whichever occurs first.

4. Additional Insured Required By "Insured Contract" Or Permit

Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if:

- a. You are obligated to add that person, organization, trustee, estate, or governmental entity as an additional insured to this policy by:
 - (1) An express provision of an "insured contract"; or
 - (2) An express condition of a written permit issued to you by a governmental or public authority, and
- b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (1) You executed the "insured contract"; or
 - (2) The permit has been issued to you.

B. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

C. SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. Glass Breakage

A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended to add the following:

With respect to private passenger "autos" only, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

With respect to "autos" other than private passenger, any Comprehensive Coverage deductible shown in the Declarations will not apply to this glass breakage.

2. Transportation Expenses

A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted and replaced with the following:

We will pay up to \$50 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of "loss" to a covered "auto" other than a fire truck, ambulance, rescue truck or similar emergency "auto". We will pay for temporary transportation expense if caused by:

- a. Other than Collision only if Comprehensive Coverage is shown in the Declarations for the covered "auto";
- b. Specified Causes of Loss only if Specified causes of Loss Coverage is shown in the Declarations for the covered "auto"; or
- c. Collision only if Collision Coverage is shown in the Declarations for the covered "auto".

We will pay for temporary transportation expense until the covered "auto" is returned to use or we pay for its "loss", regardless of the policy's expiration.

3. Loss of Use Expenses

A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses is deleted and replaced with the following:

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, subject to a maximum of \$900 per "accident".

This Coverage Extension does not apply to any "auto" you hire or borrow from:

- (1) any of your "employees";
- (2) partners (if you are a partnership); or
- (3) members (if you are a limited liability company) or members of their households.

4. Lease Gap Coverage

A. Coverage, Item 4. Coverage Extensions, is amended to add the following:

In the event of a total "loss" to a covered "auto" that is a long term leased "auto" and the lessor is included as an insured as required by contract or agreement, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the policy's Physical Damage Coverage; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Airbag Coverage

A. Coverage, 4. Coverage Extensions is amended to add the following:

If you have purchased Specified Causes of Loss or Collision coverage for an "auto" you own and the airbag of that "auto" inflates, we will pay to reset or replace the airbag, even if there has not been a Specified Cause of Loss or Collision loss to cause the inflation. However, this additional coverage only applies if the airbag is not covered under warranty and you did not intentionally cause the airbag to inflate.

The most we will pay for this coverage is \$1,000 for each covered "auto" you own. The deductible provision does not apply to this additional coverage.

6. Personal Effects Coverage

A. Coverage, 4. Coverage Extensions is amended to add the following:

If you have purchased Comprehensive or Specified Causes of Loss coverage for an "auto" you own and that "auto" is stolen, we will pay for your "personal effects" and the "personal effects" of your "employees" if those "personal effects" were stolen with the "auto", based on the lesser of:

- a. The actual cash value of the stolen "personal effects" as of the time of the "loss"; or
- b. The cost of repairing or replacing the stolen "personal effects" with other property of like kind and quality.

If the "personal effects" are recovered with the "auto", but they were damaged due to the "auto" theft, we will pay the lesser of:

- a. The actual cash value of the damaged "personal effects" as of the time of the "loss" or
- b. The cost of repairing or replacing the damaged "personal effects" with other property of like kind and quality.

We will pay up to a maximum of \$250 for all "personal effects", regardless of the number of "personal effects", stolen, per each "auto" theft.

The insurance provided under this coverage is excess over any valid and collectible insurance available to you or your "employees".

"Personal Effects" means tangible property that is worn or carried about the person. "Personal effects" does not include tools, jewelry, money or securities. The deductible provision does not apply to this additional coverage.

7. Audio, Visual or Electronic Equipment

B. Exclusions, item 4. is deleted and replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is "permanently installed", that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in paragraph c. above.

However:

Exclusions 4.c. and 4.d. do not apply:

- (1) If such equipment is "permanently installed" in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is "permanently installed" in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) To any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any equipment described in a. above and "permanently installed" in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

Exclusions 4.a., 4.c. and 4.d. do not apply to any equipment or accessories that are "permanently installed" in a covered "auto" which is:

- (1) Owned by a police or fire department;
- (2) Equipped as an emergency vehicle and owned by a political body or any of its agencies; or
- (3) Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.

Accessories include, but are not limited to, spot lights, light racks, and cages. We will not pay for such equipment or accessories that are "permanently installed" in the covered "auto" unless their cost new is reported to us in addition to the cost new of the base vehicle itself.

"Permanently installed" equipment means equipment that is welded, bolted or permanently screwed to the dashboard, firewall or body of the "auto". Equipment inserted on permanently installed slide brackets

with or without the use of setscrews or tension, or portable firefighting and rescue related equipment, will not be construed as "permanently installed" equipment.

8. Reimbursement of Deductible

D. Deductible is amended to add the following for "autos" owned or used by your "volunteer worker" or "employees":

We will pay up to \$500 for reimbursement of the deductible under any auto policy available for reimbursement to the "volunteer worker" or "employee", for any "loss" described above to any "auto" owned or used by the "volunteer worker" or "employee" while in route to, during, and returning from any official duty authorized by you. In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by you.

9. Common Deductible

D. Deductible is amended to add the following:

If a "loss" to which this insurance applies also involves a "loss" under a Commercial Property or Inland Marine Coverage Part for this insured and written by us, only one (1) Deductible, the largest, will be applied. The Deductible(s) under the other coverage part(s) will be waived.

D. SECTION IV - BUSINESS AUTO CONDITIONS

1. Knowledge of Accident

A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, item a., is amended to add the following

If your "employee" or agent knows of an "accident" or "loss" that may result in a claim under this policy, you will not be considered to have knowledge of that "accident" or "loss" until your "employee" or agent reports it to:

- (1) You, if you are an individual;
- (2) One of your partners (if you are a partnership) or members (if you are a limited liability company);
- (3) One of your executive officers;
- (4) Your "employee" if you have designated that "employee" to receive such reports.

2. Transfer of Rights of Recovery

A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against a person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization in a written "insured contract", written agreement or permit that is executed before such "loss".

3. Loss Payable Clause

A. Loss Conditions is amended to add the following:

6. a. We will pay, as their interest may appear, you and any loss payee that has an insurable interest in a covered "auto" for "loss" to a covered "auto".
- b. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- c. We may cancel the policy as allowed by the Cancellation Policy Condition in accordance with NY Insurance Law, Section 3426. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- d. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

4. Hired Auto Physical Damage

B. General Conditions, 5. Other Insurance, item b. is deleted and replaced with the following:

- b. If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to leased, hired, rented or borrowed

"autos". We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations.

This coverage is subject to the following provisions:

- (1) The most we will pay for "loss" to a leased, hired, rented or borrowed "auto" in any one "accident" is the lesser of:
 - (a) \$50,000; or
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss;" or
 - (c) The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) For each leased, hired, rented or borrowed "auto," our obligation to pay for "loss" will be reduced by a deductible equal to the largest deductible applicable to any owned "auto" of the same vehicle type. If owned "autos" do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to "loss" caused by fire or lightning.
- (3) Hired Auto Physical Damage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- (4) Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

360© ADDITIONAL COVERAGE MODIFICATIONS

PUBLIC ENTITY - Commercial General Liability

SUMMARY OF COVERAGES AND INDEX:

The following is an alphabetical listing of the various coverages afforded by this endorsement. No coverage is provided by this summary. Please refer to the individual coverage explanations within this endorsement for a detailed explanation of terms, conditions and what is and what is not covered.

COVERAGE	LIMIT	PAGE
Additional Insureds by Written Contract, Agreement or Permit	Included	4
Amendment of Personal & Advertising Injury	Included	3
Broadened Definition of Who Is An Insured	Included	4
Broadened Insured Contract Definition	Included	5
Chartered Aircraft	Included	2
Damage To Premises Rented To You	Included	2
Extended Property Damage	Included	5
Method of Sharing	Included	5
Newly Acquired Organizations	Included	4
Non-Audit Provision	Included	6
Property Damage Liability – Elevators & Sidetrack Agreements	Included	2
Supplementary Payments		
Bail Bonds	\$2,500	4
Daily Loss of Earnings	\$1,000	4
Watercraft Liability	Included	2
Worldwide Coverage Territory	Included	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

360© - ADDITIONAL COVERAGE MODIFICATIONS

Commercial General Liability

PUBLIC ENTITY

The following modifies insurance provided under the Commercial General Liability Coverage Part:

1. WATERCRAFT

The following replaces item 2. g. (2) of SECTION I -COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) Any watercraft you own, use or rent that is not being used to carry persons or property for a charge;

2. CHARTERED AIRCRAFT

The following is added to Exclusion 2. g. under SECTION I - COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (6) An aircraft chartered with crew.

3. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

The following is added under SECTION I -COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- A. 2. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.
- B. Exclusion k. does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

4. DAMAGE TO PREMISES RENTED TO YOU LIABILITY

- 1. The last paragraph of 2. EXCLUSIONS, SECTION I – COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced with the following:

Exclusion c. through n. do not apply to damage by fire, lightning, explosion, smoke, water or leakage or discharge from an automatic fire protection or extinguishing system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III-LIMITS OF INSURANCE.

2. Paragraph 6. of SECTION III - LIMITS OF INSURANCE is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit of \$100,000 is the most we will pay for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, water, or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof. Subject to the Damage to Premises Rented To You Limit, the most we will pay to refill or recharge an automatic fire protection or extinguishing system is \$2,500.

3. Paragraph 4. b. (2), first instance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

(2) That is insurance for fire, lightning, explosion, smoke, water, or leakage or discharge from an automatic fire protection or extinguishing system for premises while rented to you or temporarily occupied by you with permission of the owner.

5. PERSONAL AND ADVERTISING INJURY

1. Under SECTION I - COVERAGES - COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions a.(1) and a.(2) are deleted and replaced with the following:

a. (1) Arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

a. (2) Arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

2. SECTION V - DEFINITIONS, item 1. "Advertising injury", is deleted and replaced with the following:

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title or slogan.

3. SECTION V - DEFINITIONS, 14. "Personal injury", item d. is deleted and replaced by the following:

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.

6. SUPPLEMENTARY PAYMENTS

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is revised as follows:

1. In paragraph 2., the limit of \$250 for bail bonds is increased to \$2,500.

2. In paragraph 4., the limit of \$250 for daily loss of earnings is increased to \$1,000.

7. ADDITIONAL INSUREDS

The following are added to paragraph 2. of SECTION II - WHO IS AN INSURED but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:

- e. Any member of the governing body of the named insured.
- f. Any boards, commissions or councils of the named insured and their members.
- g. Any elected or appointed officer of the named insured.
- h. Any authorized volunteer of the named insured.

8. NEWLY ACQUIRED ORGANIZATIONS

Under SECTION II - WHO IS AN INSURED, paragraph 4. is deleted and replaced with the following:

4. If you are an organization other than a partnership or joint venture, any organization you newly acquire or form over which you exercise controlling interest and actively manage and to which no other similar insurance is available will be deemed to be a named insured.
 - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - b. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

9. ADDITIONAL INSUREDS BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

The following is added to SECTION II - WHO IS AN INSURED:

5. Subject to all the terms, conditions and exclusions contained within this policy, an insured is any person or organization with whom you agreed, because of a written contract, written agreement or permit, to provide insurance.
 - a. The above applies only with respect to "your work," "your product" or premises owned or used by you.
 - b. The above does not apply unless the written contract, or written agreement has been executed or permit issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
 - c. The Limits of Insurance applicable to the additional insured are those specified in the written contract, written agreement or permit or in the Declarations for this policy, whichever are less. The Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. BROADENED INSURED CONTRACT DEFINITION

The following changes are made to paragraph 9. "Insured Contract" of SECTION V – DEFINITIONS:

1. Item c. is replaced with the following:
 - c. Any easement or license agreement;
2. Item d. is deleted.

11. EXTENDED BODILY INJURY AND PROPERTY DAMAGE

Exclusion a. of SECTION I – COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

- a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.
This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

12. METHOD OF SHARING

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. c. Method of Sharing:

In any case in which the named insured has entered into an agreement with another party, whereby such other party has undertaken to provide liability insurance to the named insured, the liability coverage furnished herein shall be excess over any valid and collectible insurance (whether primary, excess, contingent or on any other basis) that has been provided for the benefit of the named insured, except, insurance specifically arranged to be excess of this policy.

When this insurance is excess by reason of the foregoing, we will have no duty to defend any claim or suit that such other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

13. NON AUDIT PROVISION

Unless required by state law Paragraph 5. Premium Audit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

14. WORLDWIDE COVERAGE TERRITORY

The definition of "coverage territory" of SECTION V – DEFINITIONS is replaced by the following:

"Coverage territory" means anywhere in the world.



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.
County Executive

EDWARD T. STEVENS
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

May 4, 2022

FN 20 22-195

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:


Attached please find an amendment to an existing agreement with Herkimer County allowing the installation of radio antenna equipment on Oneida County's tower located on Starr Hill in the Town of Steuben. Herkimer County has requested this amendment as it is necessary in order to better reach first responders in the northern portion of Herkimer County.

We have researched their proposal and are convinced it will have no impact on our ability to transmit and receive emergency transmissions.

Thank you for your personal attention to this matter. If this amendment meets with your approval, please forward to the Board of Legislators for consideration.

Should you have any further questions, please contact my office.

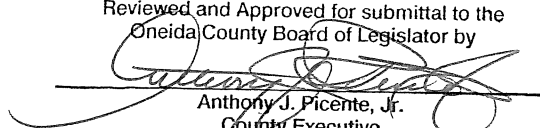
Sincerely,



Edward T. Stevens,
Director of Emergency Services

mle

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by



Anthony J. Picente, Jr.
County Executive

Date 5-4-22

Oneida Co. Department: Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name & Address of Vendor: Herkimer County
109 Mary Street
Herkimer, New York 13350

Title of Activity or Service: Installation of Radio Antenna equipment on Oneida County Tower.

Proposed Dates of Operation:

Client Population/Number to be Served: Residents of Herkimer and Oneida Counties

Summary Statements

- 1) **Narrative Description of Proposed Services:** Install radio antenna equipment on Oneida County Tower located on Starr Hill in the Town of Stueben.
- 2) **Program/Service Objectives and Outcomes:** To better reach first responders in the northern portion of Herkimer County.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: NONE

Account # N/A

Oneida County Dept. Funding Recommendation: None

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

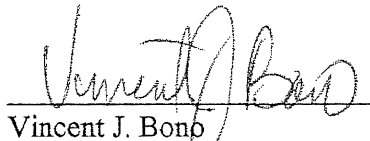
AMENDMENT TO COMMUNICATIONS TOWER CO-LOCATION AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 2022, by and between the **COUNTY OF ONEIDA, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "OWNER"), and **COUNTY OF HERKIMER, NEW YORK**, a municipal corporation, organized and existing under the laws of the State of New York, with offices at 109 Mary Street, Herkimer, New York 13350 (hereinafter referred to as "User"), collectively referred to as the "Parties." The provisions of this Amendment shall constitute a part of, and are hereby incorporated into, that certain COMMUNICATIONS TOWER CO-LOCATION AGREEMENT (County of Oneida Contract No. 012173) entered into on January 27, 2011, by and between the Parties, hereinafter referred to as the "Prior Agreement," a copy of which is attached hereto as **Exhibit A**.

1. To the installed equipment included in the Prior Agreement, the Parties agree to add the equipment set forth in **Schedule 1**, attached hereto and made a part hereof.
2. Pursuant to the terms of the Prior Agreement, the location of the additional equipment to be installed under this Amendment shall be approved by the Owner prior to installation.
2. All other terms and conditions of the Prior Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

COUNTY OF HERKIMER

By: 
Vincent J. Bono
Herkimer County Chairman

COUNTY OF ONEIDA, NY

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Approved:

Ellen S. Rayhill, Esq.
Assistant County Attorney

Attachment 1

EXHIBIT A

COMMUNICATIONS TOWER CO-LOCATION AGREEMENT

THIS AGREEMENT made and entered into this 27th day of January, 2011, by and between The County of Oneida (hereinafter referred to as "Owner"), 800 Park Ave, Utica, New York, a municipal entity and the County of Herkimer (hereinafter referred to as "User"), 109 Mary Street, Herkimer, New York, a municipal entity.

In consideration of the mutual undertakings hereinafter set forth, Owner and User do hereby agree as follows:

Description of Use:

Owner hereby grants to User the right to install certain equipment, described in this agreement, at the Owners premises on N. Steuben Rd, Town of Steuben in the County of Oneida, State of New York, otherwise commonly called the Starr Hill Communications Tower. The specific equipment User is permitted to install as well as the specific location for said installation shall be approved, in advance by The Oneida County Office of Emergency Services.

User shall have the right of free ingress to and egress from the premises over and across the existing road of Owners and the right to use such road to the extent necessary to exercise any rights granted herein.

User agrees to reimburse Owner for any unforeseen fees assessed against Owner by any third party as a result of Users' use and occupancy at the premises.

Term of Agreement

The term of this agreement shall commence upon full execution and shall continue until terminated as provided herein or by operation of law.

Liability/Insurance

Owner shall not be liable for any damages to Users' equipment or for interruption or loss of any service provided by the User for any reason, unless same is caused by gross negligence or willful misconduct of Owner, its agents or employees.

User shall indemnify and save harmless Owner from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, both real and personal, which may arise out of Users use or occupancy of the premises, or out of any act of User, its agents and employees.

Insurance

User shall carry comprehensive or commercial general liability insurance. The amounts of such insurance shall not be in an amount less than \$1,000,000. User shall submit a standard "Accord" insurance certificate to the Owner and shall name the owner as an additional insured on such insurance coverage. User shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it or shall be qualified Self-Insurer for Workers' Compensation in New York.

Risk of Loss, Maintenance and Access to Premises

The risk of loss to User's equipment shall be borne in full by the User. User shall be solely responsible for maintaining any insurance covering its equipment.

User shall be responsible for curing any and all interference to Owner's operation of its equipment caused by User's installation or operation of its equipment. If said interference cannot be eliminated within a twenty-four (24) hour period after receipt of notice from Owner to User, User shall shut down its equipment until such time as repair, modifications or replacement can be made to correct the interference. If interference cannot be corrected this agreement shall terminate without further obligation by either party.

User shall be solely responsible for the installation, maintenance and repair of any of its equipment.

User shall not be given access to the Premises or its equipment without first notifying the Owner, through the Oneida County Office of Emergency Services. This is in order to have accountability and to protect the Owners equipment from unauthorized access.

Termination

This agreement may be terminated upon sixty (60) days prior written notice given by either party to the other.

Miscellaneous Provisions

User shall not install any additional equipment to the premises, other than that set forth below, without the prior written consent of Owner.

Prior to the installation of User's equipment at the premises, User shall obtain any required licenses, permits and approvals from all municipal, state and federal authorities to the extent required by law. This includes any applicable Federal Communications Commission licenses relating to User's equipment. Owner may request copies of these documents.

Prior to installation, User will provide Owner with a Frequency Inter-modulation report showing that User's equipment shall not interfere with any operation at the premises by Owner. The report will be completed by a Communications Company acceptable by Owner.

The rights granted under this agreement to User shall not be transferable or assigned.

Equipment:

The following equipment will be installed by User.

Two (2) RadioWaves 4.9GHz (4ft) Radone Directional Antennas and 7/8" feed line.
(Both antennas to be orientated towards Herkimer County)

One Carlson Microwave Pass-Through Repeater (approx 12x14" in Diameter).

General Terms

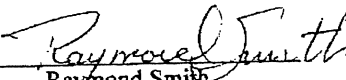
All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

This Agreement, comprised of the above written terms, shall constitute the entire understanding between the Owner and the User. This Agreement may only be modified by written amendment signed by the parties hereto.

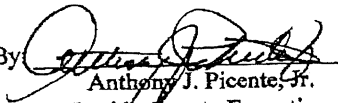
This Agreement shall be governed by the laws of the State of New York.

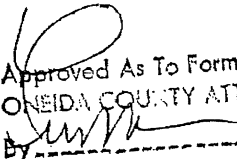
IN WITNESS WHEREOF the Owner and the User have signed this Agreement on the day and year first above written.

County of Herkimer

By: 
Raymond Smith
Herkimer County Chairman

County of Oneida

By: 
Anthony J. Picente, Jr.
Oneida County Executive

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: 

Schedule 1

1. One (1) Nokia 7705 Router (for interoperable interconnection between counties)
2. Two (2) Ceragon 6-Ghz microwave shelves, 1 rack space each.
3. Six (6) 48VDC Power Supplies mount on three (3) separate rack shelves.
4. One (1) Rack Mounted Uninterruptable Power Supply
5. One (1) 4-foot Radiowaves Microwave Antenna, Model HP4-6 with related mounting hardware, and ½-inch LMR-600 feed cable mounted at 250-feet on tower.
6. One (1) 4-foot Radiowaves Microwave Antenna, Model HP4-6 with related mounting hardware, and ½-inch LMR-600 feed cable mounted at 186-feet on tower.

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

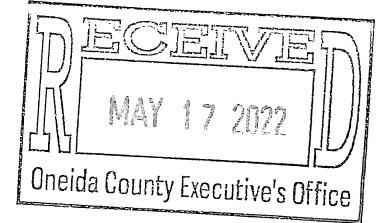
Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

May 16, 2022

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 22-156
PUBLIC SAFETY
WAYS & MEANS



Dear County Executive Picente,

The Sheriff's Correction's Unit is purchasing new recreational equipment for the inmates. This will be paid out of inmate commissary funds and there will be no expense to the County. The additional funds would be supported by unanticipated revenue in A1525 – Commissary Revenue.

I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

The 2022 Supplemental Appropriation request is as follows:

A3152.271 Recreational Equipment\$54,000

This appropriation will be supported by revenue in:

A1525 Prisoner Charges Commissary.....\$54,000

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 5-17-22

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

April 26, 2022

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 22-197
PUBLIC SAFETY
WAYS & MEANS

Re: Creation of two (2) Part-Time Correctional Services Aide Positions

Dear County Executive Picente:

Attached for your review and approval is correspondence from Sheriff Robert M. Maciol requesting the creation of two (2) part-time Correctional Services Aide positions (Grade 17C, Step 2, at \$12.80 per hour).

As stated in Sheriff Maciol's letter, he is requesting the positions to provide needed support in the law library and commissary.

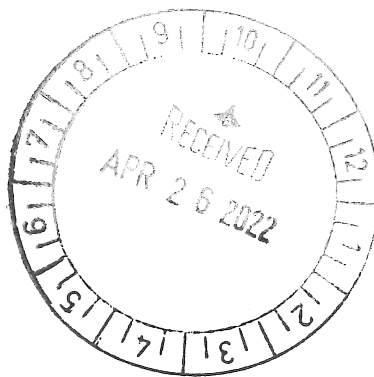
If you concur with this request, please forward to the Board of Legislators for consideration at their next meeting.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Attachment

cc: Sheriff
County Attorney
Budget



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-26-22

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 12, 2022

Commissioner Amanda Cortese-Kolasz
Oneida County Department of Personnel
800 Park Ave., 6th Floor
Utica, NY 13501

Re: MSD 222

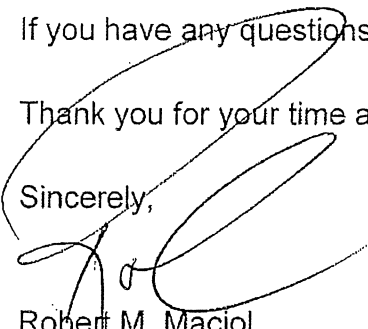
Dear Commissioner Cortese-Kolasz:

Enclosed please find MSD 222 with regard to the re-creation of two (2) part time Correctional Services Aide positions. These positions are within the Correctional Division (3150) and are needed for help in the law library and commissary.

If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,


Robert M. Maciol
Sheriff



Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

April 26, 2022

FN 20 22-198
PUBLIC SAFETY

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: Creation of two (2) Part-Time Senior Clerk Positions

Dear County Executive Picente:

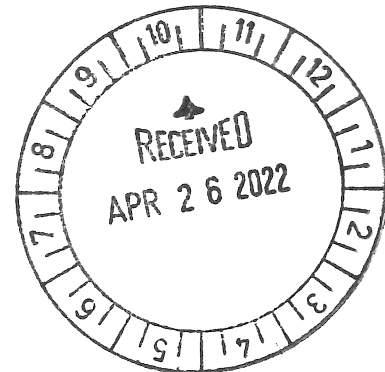
Attached for your review and approval is correspondence from Sheriff Robert M. Maciol requesting the creation of two (2) part-time Senior Clerk positions (Grade 16C, Step 2, at \$12.32 per hour).

As stated in Sheriff Maciol's letter, he is requesting the positions to provide needed support for staff in the Corrections training unit.

If you concur with this request, please forward to the Board of Legislators for consideration at their next meeting.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel



Attachment

cc: Sheriff
County Attorney
Budget

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-26-22



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 12, 2022

Commissioner Amanda Cortese-Kolasz
Oneida County Department of Personnel
800 Park Ave., 6th Floor
Utica, NY 13501

Re: MSD 222

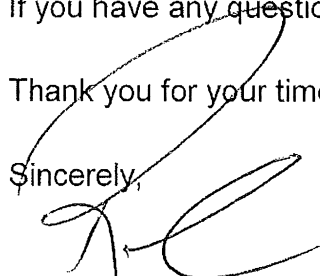
Dear Commissioner Cortese-Kolasz:

Enclosed please find MSD 222 with regard to the re-creation of two (2) part time Senior Clerk positions. These positions are within the Correctional Division (3150) and are needed for support staff in our training unit.

If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,


Robert M. Maciol
Sheriff



Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495



**ONEIDA COUNTY PUBLIC DEFENDER
CRIMINAL DIVISION**

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

LELAND D. MCCORMAC, Esq.
Chief Trial Counsel

PATRICK J. MARTHAGE, Esq.
Chief Appellate Counsel

JOHN A. PANZONE, Esq.
Attorney-In-Charge
City Courts and CAFA Sections

LELAND D. MCCORMAC, Esq.
Interim Public Defender

Friday, April 29, 2022

FN 20 22-199

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Re: Certification of Section 606 Expenses

Kraig Bolden, George Brown, George Cardova, Kelyne Christmas, Jamil Collier, Shawn Collymore, Adron Douglas, Michael Fletcher, Jaeden Gandia, Ken Goodwin, Daniel Hernandez, Richard Hileman, Ian Inger, Henry Jacobs, Eustace James, Isaiah Jordan, Julio Lewis, Oscar Lopez, Gabriel Maldonado, Benjamin McMillan, Elvin Medina-Bauza, Marcus Moore, Trevor Nelson, Cody O'Neill, David Russell-Kelly, James Samuels, Robert Smith, Keith Sutton, David Torres, Angel Valentin, and Steve Vega, being inmates of the State of New York.

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

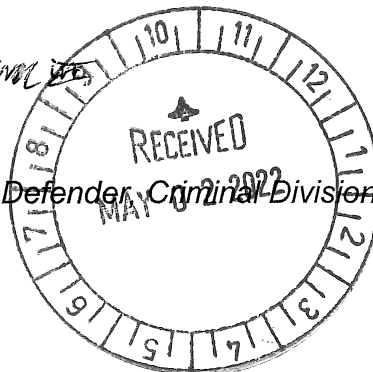
Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

Leland D. McCormac III

Interim Oneida County Public Defender, Criminal Division



Reviewed and Approved for submission to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-29-22

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **\$11,904.57** for undertaking the legal defense of:

Kraig Bolden, George Brown, George Cardova, Kelyne Christmas, Jamil Collier, Shawn Collymore, Adron Douglas, Michael Fletcher, Jaeden Gandia, Ken Goodwin, Daniel Hernandez, Richard Hileman, Ian Inger, Henry Jacobs, Eustace James, Isaiah Jordan, Julio Lewis, Oscar Lopez, Gabriel Maldonado, Benjamin McMillan, Elvin Medina-Bauza, Marcus Moore, Trevor Nelson, Cody O'Neill, David Russell-Kelly, James Samuels, Robert Smith, Keith Sutton, David Torres, Angel Valentin, and Steve Vega, being inmates of the State of New York..

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

In the Matter of the Claim of the

Oneida County Public Defender, Criminal Division

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Leland D. McCormac III, being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Interim Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit:

Kraig Bolden, George Brown, George Cardova, Kelyne Christmas, Jamil Collier, Shawn Collymore, Adron Douglas, Michael Fletcher, Jaeden Gandia, Ken Goodwin, Daniel Hernandez, Richard Hileman, Ian Inger, Henry Jacobs, Eustace James, Isaiah Jordan, Julio Lewis, Oscar Lopez, Gabriel Maldonado, Benjamin McMillan, Elvin Medina-Bauza, Marcus Moore, Trevor Nelson, Cody O'Neill, David Russell-Kelly, James Samuels, Robert Smith, Keith Sutton, David Torres, Angel Valentin, and Steve Vega, being inmates of the State of New York.

A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

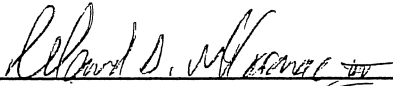
TOTAL OF EXPENSES**1 of 2 Pages**

People v. Kraig Bolden	\$231.11
People v. George Brown	\$519.30
People v. George Cardova	\$115.43
People v. Kelyne Christmas	\$234.65
People v. Jamil Collier	\$268.61
People v. Shawn Collymore	\$309.65
People v. Adron Douglas	\$422.15
People v. Michael Fletcher	\$796.87
People v. Jaeden Gandia	\$84.65
People v. Ken Goodwin	\$115.43
People v. Daniel Hernandez	\$137.47
People v. Richard Hileman	\$115.43
People v. Ian Inger	\$855.11
People v. Henry Jacobs	\$195.38
People v. Eustace James	\$1,265.29
People v. Isaiah Jordan	\$403.40
People v. Julio Lewis	\$409.30
People v. Oscar Lopez	\$370.14
People v. Gabriel Maldonado	\$207.41
People v. Benjamin McMillan	\$209.04
People v. Elvin Medina-Bauza	\$365.90
People v. Marcus Moore	\$255.17
People v. Trevor Nelson	\$132.41
People v. Cody O'Neill	\$867.06
People v. David Russell-Kelly	\$1,206.15
People v. James Samuels	\$711.07
People v. Robert Smith	\$236.42
People v. Keith Sutton	\$197.15
People v. David Torres	\$178.40
People v. Angel Valentin	\$349.89
People v. Steve Vega	\$139.13
<hr/>	
TOTAL:	\$11,904.57

TOTAL OF EXPENSES

I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: April 29, 2022



Leland D. McCormac III

Sworn and subscribed to before me this
29th day of April, 2022



Jennifer M. Compo-Barnes

JENNIFER M. COMPO - Barnes
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/28/2024



**ONEIDA COUNTY
DEPARTMENT OF PROBATION**

Boehlert Center at Union Station

ANTHONY J. PICENTE, JR.
County Executive

HOLLY BOLTON
Interim Director

321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025
E-mail: probation@ocgov.net · Web Site: www.ocgov

FN 20 22 - 200

May 5, 2022

PUBLIC SAFETY

Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

RE: New York State Criminal Justice Services Alternatives to Incarceration Grant Application

Dear County Executive Picente:

In a continuing effort to provide alternatives to incarceration -- an effort that has become increasingly important with the advent of bail reform in New York State -- we are proposing to apply for a New York State Division of Criminal Justice Services Grant, which provides funding through NYS Executive Law Article 13-A Classification/Alternatives to Incarceration (ATI).

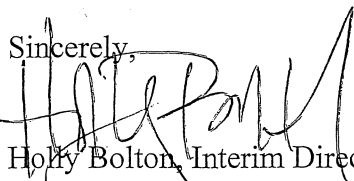
Consistent with the attached Service Plan Application, Oneida County, through its Probation Department, would apply for funding in the amount of \$42,594.00. The grant period would begin on July 1, 2022 and end on June 30, 2023.

We respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Division of Criminal Justice Services for funding totaling \$42,594.00. We further request that included in this resolution is the authorization to execute the grant contract, together with any other documents required in order to receive the above mentioned funding.

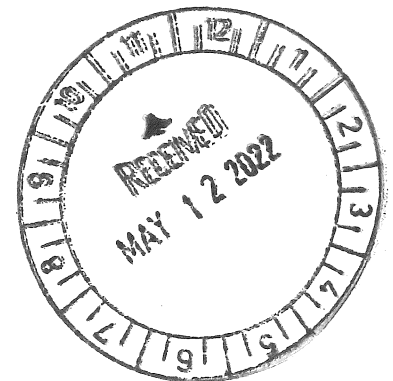
Should you have any questions regarding this matter, please contact me.

Thank you for your continued support.

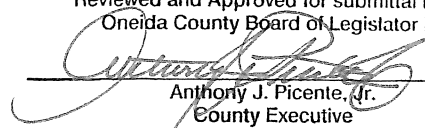
Sincerely,


Holly Bolton, Interim Director

Enclosure



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by


Anthony J. Picente, Jr.
County Executive

Date 5-9-22



Division of Criminal Justice Services

2022/23 New York State Executive Law Article 13-A Classification/Alternatives to Incarceration (ATI) Service Plan Application for Funding

DCJS will send the Article 13-A Classification/Alternatives to Incarceration (ATI) Service Plan Application, from henceforth will be referred to as application, for Funding to the Chief Elected Official in each jurisdiction. The completed application should be approved by the chief elected official in each county and submitted to DCJS as instructed in the award notice. *Please see the award notice and Instruction Sheet for additional DCJS GMS instructions and information regarding the contract development process.*

Article 13-A Classification/Alternatives to Incarceration (ATI) Application General Information:

DCJS funds Alternatives to Incarceration programs serving Criminal and Supreme Courts. The programs offer a range of services that include defendant interviews, pretrial services, referrals and monitoring, program screening and assessment, case planning, cognitive-based interventions, gender-specific services, substance use disorder and mental health treatment, family-focused programming, vocational training, employment-readiness training and job-placement, educational programming and interventions, and access to medical and housing services. Programs may deliver these services directly or through referral to an established network of community-based providers.

With the passage of Bail Reform in New York State, there may be a need for localities to expand pretrial services; funds may be used to support pretrial monitoring/supervision, and the referral of clients to court ordered services. Localities are asked to consider the justice-involved population to determine common trends that may impact the community (i.e., opioid drug related crimes). This information can be used to inform the types and nature of programming to be included in the county application.

Contract Term: The contract term is for 12 months beginning July 1, 2022, to June 30, 2023.

Availability of Funds: DCJS funding provided to localities through NYS Executive Law Article 13-A Classification/Alternatives to Incarceration (ATI) is contingent upon the approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

Program Model options include, but are not limited to:

Pretrial Services, when authorized or requested by the court, will interview individuals for conditions of release; review criminal history warrants, domestic violence history, weapons restrictions, and advise the Court. Additionally, pretrial services agencies will, when authorized or requested by the court, monitor or supervise individuals, and refer clients to court ordered services. When requested by the Office of Court Administration, pretrial services agencies will also notify defendants to return for all court appearances.

Defender-Based Advocacy Services (DBA) screen and identify individuals appropriate for community-based alternatives to incarceration programs. Programs are required to prepare written Client Specific Plans for individuals before the court that identify appropriate community-based services that will reduce (or in some cases eliminate) sentences to incarceration and reduce reoffending. DBA Service

Programs refer clients to evidence-based services in the community and may provide monitoring/case-management services.

Community Service programs provide courts with community-based alternative sentencing. Community Service programs screen and identify individuals appropriate for community service. Community Service programs may refer clients to community-based service organizations or directly oversee clients performing community service. Programs work to ensure that individuals ordered by the court to complete the prescribed hours of community service do so and may be required to report the completion of community service to the court.

Treatment Accountability for Safer Communities (TASC) Model Programs screen, assess, and refer individuals with substance use disorder and/or mental illness for further evaluation and treatment. TASC model programs monitor the progress of individuals in treatment and report back to the court. TASC model programs may also provide cognitive-behavioral and/or employment-readiness training and job placement services.

Other Alternatives to Incarceration (ATI) Programs that use evidence-based services target individuals appropriate for community-based services with the goal of reducing unnecessary reliance on incarceration and reducing re-offending. These programs may refer individuals to community-based services or provide direct services, including residential. They may also provide monitoring and/or case-management services and report back to the court on client progress. Programs may provide gender specific services or services to individuals with behavioral health needs, developmental disabilities, sex offenders, and other criminal justice involved populations.

Please refer to <http://www.criminaljustice.ny.gov/opca/standards.htm> for ATI program standards.

Depending on the type of program, the following are guidelines for program operation:

Screening, Assessment and Intake: TASC, DBA, and Other Alternatives to Incarceration (ATI) Programs that use evidence-based services must use an actuarial validated risk and needs assessment; Community Service programs will use an actuarial validated risk and needs assessment where applicable.

ATI Programs should use risk and needs assessments to identify criminogenic needs and inform case planning, including the development of specific short and long-term goals, and community supervision. DCJS supports the use of NYCOMPAS, an actuarial validated risk and needs instrument. ATI Programs shall develop and maintain written eligibility criteria and implement detailed, comprehensive screening and assessment protocols that will facilitate referrals to appropriate services for clients.

Program Procedures and Services: The program shall develop and implement written protocols and procedures for delivering services. The procedures *may* include, but are not limited to the following areas:

- Some program models use a validated risk/need instruments that identify criminogenic factors to be addressed in the case plan. This protocol shall include a process for periodic review and re-assessment.
- Screening, monitoring and referral protocols (e.g., substance abuse, mental health, medical, entitlements, housing, employment, vocational and educational services, etc.) and follow up.
- Use of evidence-based practices and cognitive interventions, including the incorporation of risk, needs and responsivity principles.
- Mechanisms for regular reporting to the court on participant's program compliance and the prompt reporting of non-compliant behaviors.
- A written protocol for the use of incentives and rewards that recognize individual progress and achievement and graduated responses to address non-compliant behaviors.

- Discharge planning (if applicable).

Liaison/Court Staff: The program may maintain a presence in and/or staff the courts in the counties they serve. Program staff assigned to the court may:

- Screen potential participants, when authorized or requested by the court.
- Advocate for program services.
- Report to the court on participant's progress in program and compliance with court order(s) and conditions (if applicable).

Court Screening and Collaboration with Criminal Justice Agencies: The program will work with criminal justice agencies that may include: the court, prosecutors, defense counsel, police, probation and community-based agencies (housing, social services, treatment agencies, etc.) to facilitate participant identification, screening, assessment and enrollment in community-based services.

Personnel and Staff Development: The program will employ and retain qualified personnel. Programs will ensure that personnel are trained and continue to receive in-service training consistent with accepted evidence-based principles. Each funded program must complete the Inventory of Program Staff trained in Key Evidence-Based Practices table.

Training: OPCA Training in Evidence-Based Practices: ATI programs will be notified of available DCJS provided training; however, programs should not rely solely on training provided by DCJS. Funded programs will be prioritized to participate in DCJS training, subject to availability, in the following areas: NYCOMPAS Risk and Needs Assessment; Thinking for a Change (T4C); Motivational Interviewing; Women's Risk Needs Assessment (WRNA); Interactive Journaling; Offender Workforce Development Specialist (OWDS) Training, and Decision Points, among others. Many of these training curricula have been converted in order to be able to be completed in a virtual and remote environment. For information regarding these trainings please see Appendix: DCJS Office of Probation and Correctional Alternatives (OPCA) Training in Evidence-Based Practices.

Administration: The program is to maintain appropriate facilities for the population being served and have a system to track and monitor participant progress and service delivery.

Local Planning Group – (Please complete once for the county)

It is recommended that localities utilize a Local Planning Group or Team when developing the ATI application for funding. Existing Criminal Justice Advisory Boards or Criminal Justice Coordinating Councils may also be utilized.

Was there a Local Planning Group or Team utilized when developing the ATI application for funding?
 Yes No

NAME	AFILLIATION
Honorable Gregory Amoroso	NYS Unified Court System
Lisa Zurek	Oneida County Correctional Facility
Leland McCormac	Oneida County Public Defender's Office
Adam Tysinski	Oneida County Public Defender's Office
Travis Yoxall	Oneida County District Attorney's Office
Richard Flisnik	Oneida County Board of Legislatures
Susan Zdanowicz	Insights of Helio Health
Andrea LoParco	Insights of Helio Health
Sean Miri	Oneida County Department of Mental Health
Tracy Hemming	Oneida County Probation
Holly Bolton	Oneida County Probation

Section II

Please Complete the Program Contact Information Sheet below along with the following additional required items for each program proposed (multiple copies of the program contact information sheet and sections a-f will need to be made if your county funds more than one program with Article 13-A money):

- a. Current Year's Progress form
- b. Program Funding ID form
- c. Program Staff form
- d. Table of Organization
- e. Actuarial Risk/Needs Assessment
- f. Inventory of Program Staff trained in Key Evidence-Based Practices

Program Contact Information Sheet

LEGAL NAME OF PROGRAM	Domicile Restriction Program		ACRONYM	
PROGRAM DIRECTOR	Holly Bolton		TITLE	Interim Probation Director
PROGRAM ADDRESS	Oneida County Probation, 321 Main Street			
CITY, STATE	Utica, New York		ZIP CODE	13501
PHONE	315-798-5914	FAX	315-624-3624	EMAIL hbolton@ocgov.net

LEGAL NAME OF MANAGING/SUPERVISING AGENCY	Oneida County Probation Department			
AGENCY HEAD	Holly Bolton		TITLE	Interim Probation Director
ADDRESS	Oneida County Probation, 321 Main Street			
CITY, STATE	Utica, New York		ZIP CODE	13501
PHONE	315-798-5914	FAX	315-624-3624	EMAIL hbolton@ocgov.net

FISCAL REPORTING PERSON	Sheryl Brown			
ADDRESS	800 Park Avenue			
CITY, STATE	Utica, New York		ZIP CODE	13501
PHONE	315-798-5417	FAX		EMAIL sbrown@ocgov.net

PERSON PREPARING QUARTERLY REPORTS	Shannon Kelly			
ADDRESS	Oneida County Probation, 321 Main Street			
CITY, STATE	Utica, New York	ZIP CODE	13501	
PHONE	315-798-5914	FAX	EMAIL	skelly@ocgov.net

(a) Current Year's Progress Form

1. Provide a complete and detailed description of your program, the population served, and the services provided. Include a description of the program's impact within the local criminal justice system.

The Domicile Restriction Program is designed to alleviate jail crowding, giving the defendants the opportunity to remain employed, as well as promote family stability. This is done by placing defendants under house arrest and effectively monitoring their compliance. In addition, this program promotes public safety.

Since the beginning of the current contract, July 1, 2021, 86 individuals were diverted from Oneida County Jail, and placed on Domicile Restriction for a savings of \$671,400 to date (7460 days at \$90/day). These figures do not include Family Court cases and placement of days and dollars saved. Of the total population served, 60 were males and 26 were females; 69 were White, 15 were Black, and 2 were Asian. Crimes consisted of 37 felonies and 49 misdemeanors. There were 53 employed individuals and 33 unemployed or on Public Assistance.

2. Provide current contract milestone(s) and outcome target numbers and compare to the actual numbers achieved during the contract period to date (for each program funded) in (please refer to your 2021-2022 Appendix B1):

Performance Milestones (Matches name on Appendix B1)	Annual Milestone Target #'s (2021-22 Term)	Year to Date Achievements
<i>Placements</i>	<i>90</i>	<i>86 (96%)</i>
<i>Successful Completions</i>	<i>75</i>	<i>78 (104%)</i>

3. Describe any programmatic barriers the program has faced. N/A

If the program is continuing and it has experienced barriers to providing services, please describe an action plan to address any barriers identified. N/A

4. If new programming or a modified program model is being applied for, please describe the program, the need for this program, and how the program will be implemented. N/A

(b) Program Funding Identification (ID) Form

A program funding identification form must be completed for **each program** and must reflect all funds expected to be spent to support this program for the proposed contract year.

All sources of funding for this program must be reported, including the one percent statutory fee taken from bail funds.

This itemization must accompany the budget worksheets and budget summary.

	AMOUNT OF FUNDS
DCJS Funds	\$42,594.00
Other State Funds (specify source)	
Federal Funds	
County Funds	\$289,179.96
Other Funds (specify sources)	\$5,775.00
<u>Reimbursement from UPD</u>	

Total Program Budget (include all sources)	\$337,548.96

(c) Program Staff Form (positions that are supported with monies from Article 13-A Classification funds either in full or partially).

Staff Position	Incumbent	Salary Budgeted	Actual Salary	Contract FTE	Fill Date (Date began working in the program)	Quals. Met (Meets all requirements for the position Y/N)
Probation Officer	Zack Viola	\$66,136.60	\$66,136.60	100%		Y
Probation Officer	Shannon Kelly	\$63,806.19	\$63,806.19	100%		Y
Probation Assistant	Mark Edick	\$59,026.57	\$59,026.57	100%		Y
TOTALS						
		\$188,969.36	\$188,969.36	100%		Y

This signature will certify that the person(s) listed above are current employees of the program and that the incumbent(s) are qualified and satisfy minimum county requirements for each staff position presented in this document. *Electronic signatures are accepted.* If not available, document can be signed and scanned.

Holly Bolton
Signature

3.21.2022
Date

(d) Table of Organization

Please attach a Table of Organization that describes how this funded project fits within the overall county criminal justice system.

County Executive or Equivalent

Probation Department	Public Defender	Other Project
ATI Program	ATI Program	ATI Program

(e) Actuarial Validated RISK/NEEDS Assessment

Where appropriate, programs should be using validated risk and need instruments that identify the criminogenic needs that inform effective case planning and supervision/case management. Numerous principles of best practice in community corrections (risk, needs and responsivity) are contingent upon obtaining timely, relevant measures of offenders' risk of recidivism and criminogenic needs. Assessing offenders' risk and needs is achieved when using a validated instrument for the effective supervision and treatment of offenders. Offender assessments are most reliable and valid when staff are formally trained to administer the tool(s). Screening and assessment tools that focus on dynamic and static risk factors, profile criminogenic needs, and have been validated on similar populations are preferred. (Andrews, et al, 1990; Andrews & Bonta, 1998; Gendreau, et al, 1996; Kropp, et al, 1995; Meehl, 1995; Clements, 1996)

Please answer the following questions regarding the program's use of Actuarial Validated Risk and Needs Assessment Tools.

1. If the program requires, when and how is the Risk and Needs Assessment tool used to assess program population(s)? Please enter N/A if not applicable. **N/A**
2. What specialized screens or assessment tools are being used and for which populations? (e.g., sex offender, domestic violence, mental health, substance abuse) **N/A**. Please enter N/A if not applicable.

Please provide a description of how specialized screens or assessments are used. **N/A**

(f). Inventory of Program Staff trained in Key Evidence-Based Practices (EBP)

Please provide below the names of program staff, supported with Article 13-A funds, currently trained in the EBP listed.

Program staff name:	Validated Actuarial Risk and Needs Assessment Tool <u>Provide name of tool here:</u>	Motivational Interviewing	Cognitive Based Intervention (e.g., Interactive Journaling; T4C) <u>Provide name of curriculum here:</u>	Offender Workforce Development Specialist (OWDS)	Other Evidence-Based Practices <u>Provide name here:</u>
Zack Viola	COMPAS	X			
Shannon Kelly	COMPAS	X			
Mark Edick	COMPAS				



Division of Criminal Justice Services

Appendix: OPCA Training in Evidence-Based Practices

Training Costs - Limited trainings may be offered by DCJS and many of these training curricula have been converted in order to be able to be completed in a virtual and remote environment. Programs are encouraged to include funding in their budgets for staff to attend trainings, as needed.

NYCOMPAS Training - ATI programs will continue to be invited to apply for access and use of the NYCOMPAS, with the exception of pretrial services agencies which have their own requirements in CPL 510.45 3 (a) and (b i, ii). Access and training will be provided by DCJS at **no cost** to the ATI program.

NIC Offender Workforce Development Specialist (OWDS) Training – DCJS presents the Offender Workforce Development Specialists (OWDS) training as part of an In-State Partnership with NIC. Through this three-week training program, individuals are specially trained to facilitate job readiness groups (Ready, Set, Work!) for persons with a criminal history, both in facilities and after release. For those under supervision, these groups can provide supervision contacts and can also greatly increase the job-readiness skills and sustained employment of unemployed individuals. Those in facilities who are able to participate in Ready, Set Work! before release are better prepared to go to work once they are back in the community.

NIC Thinking for a Change Facilitator Training – This 32-hour training experience prepares participants to deliver the Thinking for a Change program with offender groups.

Motivational Interviewing training - Motivational Interviewing (MI) is an offender-centered approach that seeks to bring about change through the reduction of ambivalence and resistance to efforts that promote such change. The course will outline the theory underlying the philosophical tenets of motivational interviewing and provide methods and techniques for its implementation. Participants will also have an opportunity to practice the skills learned during the training.

Women's Risk Needs Assessment (WRNA) training – Administered over the course of three days, this training will provide participants with the skills and knowledge required to effectively administer and interpret the results of the Women's Risk Needs Assessment (WRNA) instrument that will soon be available via the COMPAS suite of the Integrated Justice Portal. Participants will be trained to properly administer the various components of the WRNA assessment process including performing a case file review, the interview and written survey components, and how to properly assemble a case-management treatment plan that provides or makes referrals to appropriate services.

Interactive Journaling - an evidence-based program designed to promote lasting behavioral change in the offender population. The design of this program provides structure to the service delivery process, while building and enhancing offender-provider rapport. The two-day Facilitator Training will include an introduction to The Courage to Change model, the research that supports the efficacy of the program, along with opportunities to practice the facilitation and delivery of the curriculum.



**Division of Criminal
Justice Services**

APPENDIX B-1

Program Performance Milestones and Costs

Grantee: Oneida County Contract No. C523940
 Program: Oneida County 13A Classification Budget Term: 07/01/22-6/30/23

BUDGET CATEGORIES	OPERATING BUDGET	PERFORMANCE MILESTONES	ANNUAL MILESTONE TARGET	STATE REIMBURSEMENT RATE	TOTAL STATE REIMBURSEMENT
Personal Services	\$ 188,969.36	Placements	90	\$ 45.53	\$ 4,097.70
Fringe Benefits	\$ 100,550.60	Successful Completions	75	\$ 513.29	\$ 38,496.75
Consultant Services					
Equipment	\$ 41,229.00				
Supplies	\$ 300.00				
Travel and Subsistence	\$ 6,500.00				
Rental of Facilities					
Alterations and Renovations					
All Other Expenses					
Total Operating Budget	\$ 337,549.96				
Maximum State Reimbursement	\$ 42,594.00				
		Total			\$ 42,594.00

Approved By: *Stefanie Kern*
Date: 4.13.22

Approved: *Nicole A. Aldi*
Date: 4.14.2022

Approved: *[Signature]*
Date: 4/15/2022



Division of Criminal Justice Services

Local Assistance MWBE NPS Discretionary Budget Determination Worksheet
DCJS-3309

Organization:	Oneida County	Contract Amount:	\$42,594.00
Contract Number:	C623940		

Budget Summary

Budget Category	Grant Funds	Exempt Amount	Excluded Amount	Discretionary Budget	Exemption/Exclusion Category	Notes
Personal Service - Salary						
Cumulative Salary:	\$42,594.00	\$42,594.00			Personnel	
Personal Service - Fringe						
Cumulative Fringe:		\$0.00			Fringe Benefits	
Contractual/Consultants						
Travel			\$0.00			
Equipment						
Space/Property/Rent/Own. & Utilities						
Alterations						
Operating Expenses/Supplies						
All Other						
TOTALS:	\$42,594.00	\$42,594.00	\$0.00	\$0.00	Minimum Amount Required to be spent with MWBE	\$0.00

Certification

I certify that to the best of my knowledge, the information provided herein is complete and accurate.	✓	Date	E-signature of Preparer
		April 20, 2022	Holly Bolton hbolton@ocgov.net
		E-mail Address:	

DCJS USE ONLY

OPDF Contract Manager:	Janine Sajdak	Date:	April 21, 2022
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>		



**Division of Criminal
Justice Services**

Local Assistance MWBE Sub-contractor/Supplier Utilization Proposal Form

DCJS-3301

IMPORTANT: A local assistance MWBE sub-contractor/supplier utilization proposal form must be submitted for each subsequent contract/renewal period and/or with all applicable budget modification requests, providing detail of new or reassessed goals.

Organization:	Oneida County	Address:	800 Park Ave., Utica, NY 13501
Preparer's Name:	Holly Bolton	Phone & Email:	315-624-3684 / hbolton@ocgov.net
Contract Number:	C523940	DUNS Number:	75814186
Contract Award Amount:	\$42,594.00	Contract Term:	7/1/22 - 6/30/23
Discretionary Amount:	\$0.00	Project Title:	Oneida County 13 A Classification
Description of Goods and/or Services Provided:	N/A		

MWBE Subcontractor/Supplier Name And Address	NYS ESD Vendor Number	Description of Supplies or Services	MBE Goal	WBE Goal	To Be Determined Goal	Certification And Status
DCJS sets a minimum goal of 30% of discretionary funds, as determined by the DCJS-3309, to be utilized with an MWBE. The ideal goal of 25% with a MBE and 5% with a WBE.		Goal Amount:	\$0.00	\$0.00	\$0.00	\$0.00
		Goal percentage:	0%	0%	0%	0%

NOTE: If NYS MWBE Certification is pending, a copy of the notice of application receipt issued by NYS Empire Development Corporation (ESD) must accompany this form.

Certification	
Preparer's E-signature:	Holly Bolton Date: April 20, 2022
My organization proposes to use the MWBE(s) listed above.	✓
✓	I attest to the best of my knowledge, the information provided herein is complete and accurate. In addition, I understand that the utilization of certified minority and women owned business enterprises for non-commercially useful functions may not be counted towards utilization of certified minority and women business enterprises as identified in the utilization plan.
DCJS USE ONLY	
MWBE Utilization Plan Approved ✓	MWBE Utilization Plan Not Approved
Program Manager:	Janine Sajdak Date: April 21, 2022

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY

Michael A. Coluzza
Chief Assistant District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
Steven G. Cox
Todd C. Carville
Michael R. Nolan
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry, III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall

March 28, 2022

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

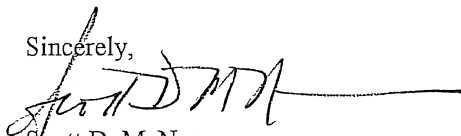
Enclosed is the proposed Crimes Against Revenue grant award which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$160,878. Grant funds will be used to assist Assistant District Attorney Travis Yoxall and investigators Scott Cifonelli, Edward D'Alessandro and James Watson in prosecuting economic crimes.

The grant period is from January 1, 2022 through December 31, 2022. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval. Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,



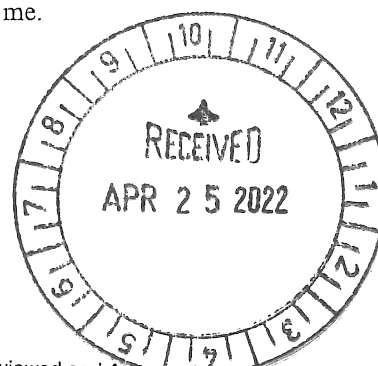
Scott D. McNamara
Oneida County District Attorney
SDM/kn
Enc.

FN 20 22-201

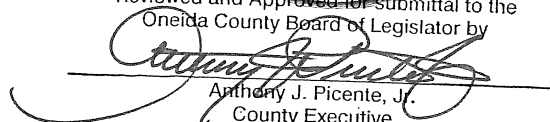
PUBLIC SAFETY

WAYS & MEANS

Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Evan A. Esswein
Erin E. Donovan
Sara D. Lupi
Jennifer M. Scholl
Angelo J. Partipelo
Michael A. LaBella
Amanda M. Tucciarone



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by



Anthony J. Picente, Jr.
County Executive

Date 4-25-22

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Crimes Against Revenue Program

Proposed Dates of Operation: 01/01/2022 – 12/31/2022

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services:

Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). The program will provide effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (revenue crimes).

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Travis Yoxall – Assistant District Attorney
Scott Cifonelli - Investigator
James Watson – Investigator
Edward D’Alessandro - Investigator

Total Funding Requested: \$160,878

Account # A1165.495130
#A3047

Oneida County Dept. Funding Recommendation: \$160,878

Proposed Funding Sources (Federal \$/ State \$/County \$): State \$

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C445337 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Crimes Against Revenue <u>DCJS NUMBERS:</u> CR21445337 <u>CFDA NUMBERS:</u></p>
<p><u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2022 TO 12/31/2022 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$160,878.00</p>	<p><u>AMENDED CONTRACT PERIOD:</u> FROM TO <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u></p>
<p><u>TRANSACTION TYPE:</u> New</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000 <u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <u>CHARITIES REGISTRATION NUMBER:</u> [] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> [] Contractor has [] has not [] timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement & Program Specific Terms and Conditions <input type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.</p>	
<p><u>NYS Division of Criminal Justice Services</u> BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <u>GRANTEE:</u> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p><u>ATTORNEY GENERAL'S SIGNATURE</u> _____ Title: _____ Date: _____</p>	<p><u>APPROVED,</u> Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Project No.

CR21-1030-D00

NEW YORK STATE

Grantee Name

Oneida County

01/28/2022

DIVISION OF CRIMINAL JUSTICE SERVICES

GRANT CONTRACT

APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable, and

WHEREAS, the Contractor is ready, willing, and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract,

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STATE STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars, and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in this Appendix in Section V(C).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D

4. The Face Page

5. Appendix B, Appendix C and Appendix D

6. Modification to Appendix A-1

7. Other appendices, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Program Workplan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section V(C) herein.

G. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by certified or registered United States mail, return receipt requested,

b) by facsimile transmission,

c) by personal delivery,

d) by expedited delivery services, or

e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Service performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions[1]: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.

[1 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix A-2 (Federally Funded Grants Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix A-2 (Federally Funded Grants Special Conditions) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service, or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery, or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, as its option, require:

a) the repayment to the State of any monies previously paid to the Contractor, or

b) the return of any real property or equipment purchased under the terms of the Contract, or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting) and Appendix D (Program Workplan).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable provisions of Appendix C (Payment and Reporting).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding, and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement provisions in Appendix C (Payment and Reporting), the Contractor shall comply with the following applicable provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Workplan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Workplan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Workplan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement/2: Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement/3: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement/4: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement/5: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting).

i) Fifth Quarter Payments/6: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

[2 - A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.]

[3 - Fee for Service is a rate established by the Contractor for a service or services rendered.]

[4 - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]

[5 - Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e., quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.]

[6 - Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.]

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right to setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures, provided, however, that if the Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System,

and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify person affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or service or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds: 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting) as applicable:

(i) Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Program Workplan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Program Workplan).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting) and Appendix D (Program Workplan) as applicable:

(i) Progress Reports: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Program Workplan). Progress reports shall be submitted in a format prescribed in the Contract.

(ii) Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Appendix C (Payment and Reporting) and Appendix D (Program Workplan) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Program Workplan) as applicable.

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Contractor of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property: 1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State as its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
- b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
- e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
- f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract.

- a) For cost-reimbursement contracts, all right, title and interest in such Property shall belong to the State.
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:**1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements, itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed, and (ii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Appendix A-2 (Federally Funded Grants Special Conditions).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

G. Publicity:

1. Publicity includes, but is not limited to: news conferences, new releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings, and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency, and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements, or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status,
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts,
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,
4. At the request of the State, the Comptroller shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein, and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants should be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) unemployment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State,

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended,

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request, and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. Any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency,

2. Any debts owed for UI contributions, interest, and/or penalties,

3. The history and results of any audit or investigation, and

4. Copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request,

b) to inquire about information included in or required information omitted from the Questionnaire,

c) to require the Contractor to provide such information to the State within a reasonable timeframe, and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[7] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

[7 - Not applicable to not-for-profit entities.]

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Admissibility of Reproduction of Contract: Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

V. AGENCY SPECIFIC TERMS AND CONDITIONS

A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)
Office of Program Development and Funding
80 S. Swan St.
Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 S. Swan St.
Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

D. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

G. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one time before a committee who will certify the process, establishment of the methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

H. Participation by Minority Group Members and Women with Respect to Grant Contracts: Requirements and Procedures (state-funded grants only)

1. General Provisions

a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, with a value (1) in excess of \$25,000 labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which is specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where the MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a.) through (c.) above and Paragraph (e.) of this Section 3, which provides for relevant provisions of the Human Rights Law in every subcontract, in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

b) If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE

Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a) Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and

ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are accessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

8. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

a) M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.

v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

iv. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

v. This organization will include the provisions of sections (i) through (iv) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

J. Accounting and Audits

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

6. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

K. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable

assurance that the Contractor is not in compliance with the terms of the Contract.

L. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

M. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

N. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

O. Limit on Overtime Earnings

If Appendix B makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

P. Subawards/Subcontractor

None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

* Activities to be performed,

* Time schedule,

* Project policies,

* Other policies and procedures to be followed,

* Dollar limitation of the agreement,

* Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Program Workplan) of the Contract, and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

Q. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

R. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

S. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

T. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

U. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

V. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: <http://www.its.ny.gov/tables/technologypolicy/index.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

http://criminaljustice.ny.gov/stdpractices/main_menu.htm

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at: http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf.

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Z. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

AA. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP) must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcngtrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity to forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor that the subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE guidance documents.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the NY SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop written protocols detailing established procedures to notify the NY SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

10/31/19 VERSION II.

Certified by - on

Award Contract

Crimes Against Revenue

Project No.
CR21-1030-D00Grantee Name
Oneida County

01/28/2022

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Lead Assistant District Attorney @ 10%	1	\$8,745.00	\$8,745.00	\$8,745.00	\$0.00
Justification: Assistant District Attorney @ approximately 10% FTE, approximately \$87,452 full annual salary. This ADA will be tasked with the management of the project from investigation through the prosecution stage which will include the drafting of any search warrants, subpoenas, accusatory instruments, and/or indictments.						
2	Full Time Investigator	1	\$51,510.00	\$51,510.00	\$51,510.00	\$0.00
Justification: This funds a full time investigator who will earn a maximum of \$51,510 per year.						
3	Part Time Investigators	3	\$24,981.00	\$74,943.00	\$74,943.00	\$0.00
Justification: Three part-time investigators for approximately 910 hours at approximately \$27.45/hour to investigate CARP cases= approximately \$24,981 total for each position.						
Total				\$135,198.00	\$135,198.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Full Time Investigator Fringe @ approx. 11%	1	\$5,512.00	\$5,512.00	\$5,512.00	\$0.00
Justification: Full time investigator fringe benefits @ approximately 11%.						
2	Part Time Investigator Fringe @ approx. 11%	1	\$8,019.00	\$8,019.00	\$8,019.00	\$0.00
Justification: Fringe benefits for approximately three part-time investigators @ approximately 11%.						
3	Lead Assistant D.A. Fringe @ approx. 56%	1	\$4,897.00	\$4,897.00	\$4,897.00	\$0.00
Justification: Fringe benefits for Assistant District Attorney @ approximately 56%.						
Total				\$18,428.00	\$18,428.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Equipment maintenance, repair or purchase	1	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
Justification: This line item is reserved to repair or maintain existing equipment, or purchase new equipment as the need arises. Examples of applicable equipment could be audio recording devices, computer hardware or covert video recording sunglasses.						
2	Mobile Forensics System License	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
Justification: XRY Logical & Physical License Renewal License to facilitate the effective prosecution of economic crime in Oneida County using advanced technology. The software and equipment in question will allow our prosecutors to gather data from the electronic devices of defendants, for example, which will expedite the process of prosecution and lead to a larger return on investment of CARP funds.						
Total				\$5,000.00	\$5,000.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies	1	\$2,252.00	\$2,252.00	\$2,252.00	\$0.00
Justification: Office equipment and supplies to be used for the prosecution of financial and economic crime. Items may include but not be limited to paper and ink cartridges.						
Total				\$2,252.00	\$2,252.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$160,878.00	\$160,878.00	\$0.00

Oneida County District Attorneys Office

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$160,878.00	\$160,878.00	\$0.00

Award Contract

Crimes Against Revenue

Project No.

Grantee Name

CR21-1030-D00

Oneida County

01/28/2022

APPENDIX C, PAYMENT AND REPORTING

III. Payment and Reporting Provisions

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in Appenix D. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

NYS Division of Criminal Justice Services

Office of Financial Services, Grants Unit

80 So. Swan St.

Albany, NY 12210

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Certified by - on

Award Contract

Project No.
CR21-1030-D00

Grantee Name
Oneida County

01/28/2022

APPENDIX D - Work Plan**Goal**

Effectively investigate, prosecute, and deter crimes adversely affecting government revenues and expenditures, and recoup lost State revenue.

Objective #1

Develop an effective enforcement strategy in collaboration with the State Department of Taxation and Finance (DTF) and other government agencies as appropriate, in an order to detect, investigate, prosecute, and deter revenue crimes.

Task #1 for Objective #1

Develop a strategic plan of action to combat revenue crimes.

Performance Measure

1 Provide DCJS and DTF with a detailed strategic plan of action. Plan should include but be not limited to, scope of revenue crimes to be focused on, how referrals will be reviewed and managed, criteria utilized to evaluate and determine whether an investigation and/or prosecution should be pursued.

Objective #2

Implement the approved strategic plan of action in collaboration with DTF and/or other government agencies, to effectively investigate, prosecute, and deter revenue crimes adversely affecting State government revenues.

Task #1 for Objective #2

Review referrals from DTF and other applicable government agencies along with DA-initiated cases to determine if an investigation is warranted. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total number of referrals received by DTF.
- 2 Total number of referrals by affected agency.
- 3 Total number of referrals by outside sources.
- 4 Number of DA-generated referrals.

Task #2 for Objective #2

Conduct thorough reviews of referred and DA-initiated investigations. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Number of investigations opened per category.
- 2 Number of arrests within the quarter.
- 3 Total number of cases recommended for prosecution by agency.
- 4 Provide a brief narrative detailing any notable investigations conducted or events in this quarter.

Task #3 for Objective #2

Conduct, in collaboration with DTF, effective prosecution of revenue crimes. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total number of cases prosecuted by agency.
- 2 Of the cases prosecuted, provide the number of cases presented at a criminal trial.
- 3 Number of cases dismissed or disposed of without prosecution by agency.
- 4 Number of open cases.
- 5 Total number and type of sentences by agency.
- 6 Provide a brief narrative detailing the collaboration between prosecutors and the DTF on significant revenue crime cases. Include any notable prosecutions or events.

Objective #3

Recover ordered restitution in revenue crime prosecution.

Task #1 for Objective #3

Effectively enforce collection of restitution ordered. Report amounts on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total amount of restitution ordered from cases disposed within the quarter.
- 2 Total amount of initial payments made toward restitution within the quarter.
- 3 Total amount of restitution recovered (not including initial payments) within the quarter.
- 4 Amount of any Tax Law fines and penalties recovered within the quarter.
- 5 Number of case dispositions that imposed negligence penalties.
- 6 Number of case dispositions that imposed fraud penalties.
- 7 Amount of restitution recovered within the quarter credited as CARP revenue.
- 8 In GMS, provide a brief narrative and recovery amount of any civil litigation.
- 9 Provide a brief narrative describing and/or projecting any enhanced State savings or decreased State expenditures. These figures should be separate and distinct and are not part of Return on Investment (ROI).
- 10 Provide a brief narrative outlining prosecutorial efforts to pursue restitution not being paid according to the terms and conditions of the court order. Include any notable occurrences that either hindered or enhanced restitution recovery.

Objective #4

Enhance CARP investigative and prosecutorial efforts of the District Attorney's Office through training and/or meetings.

Task #1 for Objective #4

Attend educational trainings and/or meetings.

Performance Measure

- 1 Title, date(s) and location(s) of any training attended. Note: All out-of-state training funded by DCJS requires prior approval.
- 2 Name and title of attendees.
- 3 Provide a brief narrative summarizing the trainings attended.
- 4 Attendance at each CARP Symposium.

Objective #5

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #5

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 What percent of your established Minority and Women Business Enterprise goal have you met to date?

Award Contract

Project No.
CR21-1030-D00

Grantee Name
Oneida County

01/28/2022

Additional Special Conditions

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY

Michael A. Coluzza
Chief Assistant District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
Steven G. Cox
Todd C. Carville
Michael R. Nolan
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry, III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall

March 28, 2022

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 22-202

Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Evan A. Esswein
Erin E. Donovan
Sara D. Lupi
Jennifer M. Scholl
Angelo J. Partipelo
Michael A. LaBella
Amanda M. Tucciarone

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

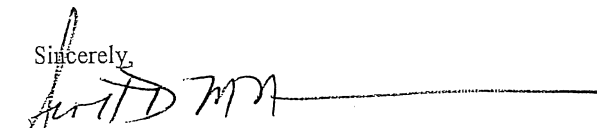
Enclosed is the proposed Anti-Gun Violence grant award, which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$50,000.00. Funds will be used by the District Attorney's office to hold community events designed to curb gun violence by engaging with community children and encouraging them to join extra-curricular activities, rather than go down the path of crime. Our office will work with local law enforcement and community groups to hold community events and afterschool programs. Food and other items will be purchased in order to encourage attendance at the events.

The grant period is from April 1, 2021 through December 31, 2022. Matching funds are not required.

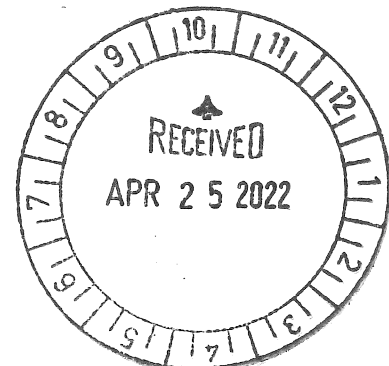
I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval. Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

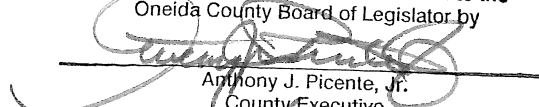
Sincerely,


Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 4/22/22

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Anti-Gun Violence Grant Program

Proposed Dates of Operation: 04/01/2021 – 12/31/2022

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services:

Funds will be used by the District Attorney’s office to hold community events designed to curb gun violence by engaging with community children and encouraging them to join extra-curricular activities rather than go down the path of crime.

2) Program/Service Objectives and Outcomes:

Work with local law enforcement and community groups to hold community events and afterschool programs. Food and other items will be purchased in order to encourage attendance at the events.

3) Program Design and Staffing

Total Funding Requested: \$50,000.00 **Account**

Oneida County Dept. Funding Recommendation: \$50,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Division of Criminal Justice Services Alfred E. Smith Building 80 S. Swan St. Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: DCJ01 CONTRACT NUMBER: DCJ01-T00268GG-1090000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE</p>	<p>PROJECT NAME: Oneida County Gun Violence Prevention Initiative</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 800 PARK AVE UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: Exemption State/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DCJ01-T00268GG-1090000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2021 To: 12/31/2022</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 04/01/2021 To: 12/31/2022</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$50,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DCJ01-T00268GG-1090000

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-4 Net Deficit Budget
 B-1 (A) Expenditure Based Budget (Amendment)
 B-2 (A) Performance Based Budget (Amendment)
 B-3 (A) Capital Budget (Amendment)
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
ONEIDA COUNTY OF

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Division of Criminal Justice Services

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # DCJ01-T00268GG-1090000

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # DCJ01-T00268GG-1090000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Designees

- A. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)
Office of Program Development and Funding
80 S. Swan St.
Albany, NY 12210

- B. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 S. Swan St.
Albany, NY 12210

- C. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Master Grant Contract.

2. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

3. Budget Amendments

Budget amendments for expenditure based contracts are governed in accordance with Section I.B of the Master Grant Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

- A. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.
- B. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

4. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Master Grant Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

5. Space Rental

Space rental provided by this Master Grant Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

6. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

- A. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.
- B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in paragraph #7 of this attachment.
- C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.
- D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

7. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

- A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
- B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

8. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

2. The Contractor to the subject Master Grant Contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.
3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section G of this Attachment or enforcement proceedings as allowed by the Master Grant Contract.

B. Contract Goals

1. For purposes of this Master Grant Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Master Grant Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.
2. For purposes of providing meaningful participation by MWBEs on the Master Grant Contract and achieving the Contract Goals established in the Master Grant Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/> Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Master Grant Contract.
3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Master Grant Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Master Grant Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

2. Contractor shall comply with the following provisions of Article 15-A:
 - a) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - b) The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Master Grant Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of this Section 1.C., which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Master Grant Contract.

3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Master Grant Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Master Grant Contract.

4. Workforce Employment Utilization Report
 - a) If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Master Grant Contract, for the purpose of reporting the actual workforce utilized in the performance of the Master Grant Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
 - b) Separate forms shall be completed by Contractor and any Subcontractor performing work on the Master Grant Contract.
 - c) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Master Grant Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Master Grant Contract.
5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Master Grant Contract.
2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Master Grant Contract pursuant to the prescribed MWBE goals set forth in the Master Grant Contract workplan.

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3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Master Grant Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

D. Waivers

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Master Grant Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Master Grant Contract Goals.

E. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Master Grant Contract documenting the progress made towards achievement of the MWBE goals of the Master Grant Contract.

F. Liquidated Damages – MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Master Grant Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.
2. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - a) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - b) All sums actually paid to MWBEs for work performed or materials supplied under the Master Grant Contract.

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3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

G. M/WBE AND EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Master Grant Contract with the Division of Criminal Justice Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
2. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
4. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
5. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
6. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

1. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities

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without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

2. This organization shall state in all solicitation or advertisements for employees that in the performance of the Master Grant Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.
3. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
4. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
5. This organization will include the provisions of sections (1.) through (4.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Master Grant Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Master Grant Contract.

9. Equipment Inventory

Applicable equipment purchased with funds provided by this Master Grant Contract as listed in Attachment B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

10. Accounting and Audits

- A. Grant funds may be expended only for purposes and activities set forth in this Master Grant Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
- B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
- C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.
- D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
- E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
- F. This Master Grant Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Master Grant Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Master Grant Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

11. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Master Grant Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Contractor under the Master Grant Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Master Grant Contract, recoup funds and recover any assets purchased with the proceeds of this Master Grant Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Master Grant Contract.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

12. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment C. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

13. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

14. Refunds

If at the end of this Master Grant Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section 2.B of this attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

15. Limit on Overtime Earnings

If Attachment B-1, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Master Grant Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

16. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment C shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Master Grant Contract makes provisions for the Contractor to subgrant funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Master Grant Contract. The Contractor

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further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the agreement;
- Master Grant Contract for Grants - Standard Terms and Conditions, Attachment A-1, Attachment A-2 (if applicable), Attachment D and any special conditions set forth in the Master Grant Contract; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Master Grant Contract and with the financial plan set forth in Attachment B-1 or B-2.

17. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Master Grant Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Master Grant Contract, DCJS may use any said material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Master Grant Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program

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Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

18. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

19. Changes at the Discretion of DCJS

This Master Grant Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

20. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

21. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

22. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Master Grant Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at:

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<http://www.its.ny.gov/tables/technologypolicyindex.htm/security>

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Master Grant Contract shall comply with established DCJS standards as outlined in the following documents:

- A. New York State Criminal Justice Electronic Biometric Transmission Standard
- B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
- C. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

<http://www.criminaljustice.ny.gov/stdpractices/ij/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

23. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

24. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

25. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

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Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at:

http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf . Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

26. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: "This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services."

27. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention

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training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcmtgrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

28. The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or sub-contractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a sub-contractor that the sub-contractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the sub-contractor and to agree that all of the sub-contractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity of forensic results committed by employees of the sub-contractor. The contractor further agrees to require as a part of any agreement with a sub-contractor that the sub-contractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

County Re-entry Task Forces (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by sub-contractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Initiative Request for Applications (RFA).

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders' Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring.

The parties to this Master Grant Contract, understand that nothing in this Master Grant Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Master Grant Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt.1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Oneida County Gun Violence Prevention Initiative

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2021

To: 12/31/2022

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel	\$5,000.00	\$0.00	0 %	\$0.00	\$5,000.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$45,000.00	\$0.00	0 %	\$0.00	\$45,000.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$50,000.00	\$0.00	0 %	\$0.00	\$50,000.00
TOTAL	\$50,000.00	\$0.00	0 %	\$0.00	\$50,000.00

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
				Subtotal	
TOTAL FRINGE					
					PERSONAL SERVICES TOTAL

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
Bussing for the afterschool program	\$5,000.00
TOTAL	\$5,000.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
TOTAL	

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
Community Event Space Rental Fees		\$2,000.00
Food for Community Events		\$2,000.00
Registration Fees		\$6,000.00
Gift Cards		\$30,000.00
Food for Afterschool Program		\$5,000.00
	TOTAL	\$45,000.00

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Oneida County Gun Violence Prevention Initiative

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2021

To: 12/31/2022

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The Oneida County Gun Violence Prevention Initiative is designed to prevent gun violence by intervening in the lives of adolescents and preventing them from engaging in behaviors that may lead them down a path toward participation in gun activity and violence. Specifically, at-risk children in grades six to seven in the cities of Utica and Rome will benefit from the efforts put forth by the Oneida County Gun Violence Prevention Initiative. The desired outcome of the Oneida County Gun Violence Prevention Initiative is to connect with at-risk adolescents and prevent them from entering a life of crime in the first place, thus reducing the potential for gun violence in Oneida County and ensuring a safer community for both the targeted youths and the county at large.

In order to achieve this outcome, two main strategies will be utilized. One strategy will be to hold community events in Utica and Rome in which children will be introduced to law enforcement officers and will be encouraged to sign up for activities available in the community, like sports, scouting, gymnastics, dance and taekwondo. Grant funds will be used to organize the event, pay for food, and assist low income children in registering for local activities that they may not otherwise be able to afford. These events will likely be held in a central location in each city on a Saturday afternoon in order to encourage participation.

The second component of the Oneida County Gun Violence Prevention Initiative is to organize and host afterschool programs in the cities of Utica and Rome. During these afterschool programs, adolescents will be able to interact with law enforcement agents and learn about law enforcement and crime prevention in Oneida County. Participation in the program will be encouraged to attend through the promise of gift cards upon completion, as well as food that is to be provided during the program. Funds will also be used to fund any additional bussing required to get the students home after school, since late busses may not be guaranteed in each district.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 Hold Community Events in Utica and Rome - Community events will be held in Rome and Utica in order to discourage gun violence.

Tasks

1.1 Hold Utica Community Event - A community event will be held in Utica, NY that will allow children to meet law enforcement officers, as well as sign up for activities in their communities.

Performance Measures

- 1.1.1 Recruit representatives from local organizations - Local organizations, like sports leagues, scouting organizations, gyms and others will be recruited to attend the event and encourage participation by community youths. Grant funds will be used to assist with registration fees for low income youths
- 1.1.2 Secure a location for the event - A location for the event will be secured in a centrally located location to encourage participation.
- 1.1.3 Provide food and drink to attendees - Food and drink will be secured for the event and will be provided to area children and their parents.

Tasks

1.2 Hold Rome Community Event - A community event will be held in Rome, NY that will allow children to meet law enforcement officers, as well as sign up for activities in their communities.

Performance Measures

- 1.2.1 Recruit representatives from local organizations - Local organizations, like sports leagues, scouting organizations, gyms and others will be recruited to attend the event and encourage participation by community youths. Grant funds will be used to assist with registration fees for low income youths.
- 1.2.2 Secure a location for the event - A location for the event will be secured in a centrally located location to encourage participation.
- 1.2.3 Provide food and drink to attendees - Food and drink will be secured for the event and will be provided to area children and their parents.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

2 Conduct Afterschool Programs in Utica and Rome schools - Afterschool programs will be held in Utica and Rome schools which are designed to introduce at-risk children to law enforcement officers and discourage them from engaging in gun violence later in life.

Tasks

2.1 Conduct an afterschool program in Utica Schools - An afterschool program will be held in Utica schools that will introduce children to law enforcement officers and discourage them from engaging in gun activity.

Performance Measures

- 2.1.1 Secure permission to have the program at school - Elementary and/or middle schools in Utica will be contacted in order to secure permission to have the program and to arrange a time and meeting place for the program.
- 2.1.2 Acquire gift cards to encourage attendance - Gift cards will be acquired that can be given to adolescents to encourage that they attend the afterschool program, and continue to attend the program until the completion of the program.
- 2.1.3 Secure transportation for students - When necessary, bussing will be arranged, potentially by an external third party, in order to transport students home after the end of the afterschool program.

Tasks

2.2 Conduct an afterschool program in Rome Schools - An afterschool program will be held in Rome schools that will introduce children to law enforcement officers and discourage them from engaging in gun activity.

Performance Measures

- 2.2.1 Secure permission to have the program at school - Elementary and/or middle schools in Rome will be contacted in order to secure permission to have the program and to arrange a time and meeting place for the program.
- 2.2.2 Acquire gift cards to encourage attendance - Gift cards will be acquired that can be given to adolescents to encourage that they attend the afterschool program, and continue to attend the program until the completion of the program.
- 2.2.3 Secure transportation for students - When necessary, bussing will be arranged, potentially by an external third party, in order to transport students home after the end of the afterschool program.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

- 3 MWBE - To implement the provisions of NYS Exec. Law Article 15-A and 5NYCRR Parts 142-144 Minority and Women-Owned Business Enterprise Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers.

Tasks

- 3.1 MWBE Reporting - Utilize good faith efforts, pursuant to 5 NYCRR 142.8 of the New York State Executive Law Article 15-8, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measures

- 3.1.1 30% Goal to be spent with MWBE - Food will be purchased for community events and afterschool programs

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ____ percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DCJ01-T00268GG-1090000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall determine if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngtrntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. Requests for payment must be accompanied by adequate supporting documentation as determined by the State Agency.

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required -- or by milestone achievements for performance based contracts -- and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 So. Swan St.
Albany, NY 12210

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

May 17, 2022

Hon. Anthony J. Picente, Jr.
800 Park Avenue
Utica, New York 13501

22-203
Gout OPS
WTM

Re: Oneida County Verification of Employment Disclosure Policy

Dear County Executive Picente:

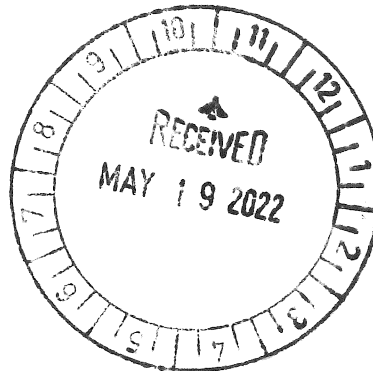
Attached is a proposed Oneida County Verification of Employment Disclosure Policy. I am recommending that the County adopt the enclosed. There are a number of laws and regulations regarding verification of employment, and the County's failure to timely respond to certain requests, and the County's release of certain information without written authorization can subject the County to financial penalties and liability. In order to avoid this exposure, I recommend that all requests for disclosure be forwarded to the Personnel Department for response. The staff in the Personnel Department will be trained on how to handle such requests. This will allow for better management and oversight of the process.

If you concur, I respectfully request that you forward this proposed policy to the Board of Legislators for consideration at their next meeting. As always, I am available to answer any questions either you or the Board may have regarding this request.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5-18-22



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

FN 20 22 - 204

May 19, 2022

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS
 On July 20, 2021, Oneida County entered into an agreement (#138062) with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. for Construction Inspection Services associated with specified bridge and highway construction projects.

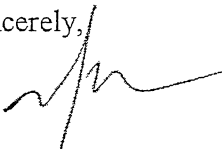
On March 16, 2022, the Oneida County Board of Acquisition & Contract accepted Change Order #1 in the amount of \$54,484.74 to cover the cost of additional services for the following three (3) projects:

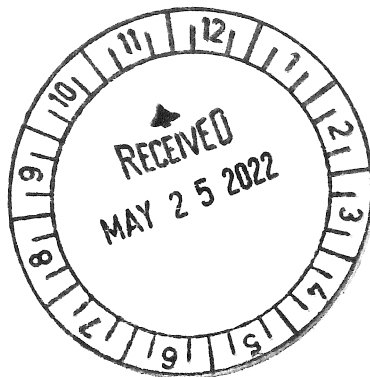
- Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill (H-615)
- Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)
- Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)

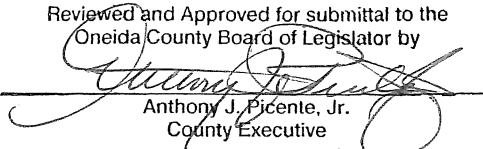
The additional work was required for each project due to increased construction timelines resulting from circumstances outside the control of either Delta or the contractor. The original contract amount for the above projects was \$121,740.00, with the proposed amount to date totaling \$176,224.74. The amount of the original contract will now be \$245,504.74.

Please consider the enclosed contract for the above services. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

 Mark E. Laramie, P.E.
 Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

 Anthony J. Picente, Jr.
 County Executive
 Date 5-25-22

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C.
 860 Hooper Road
 Endwell, NY 13760

Title of Activity or Service: Professional Consulting Services
Proposed Dates of Operation: Start on Execution - 12/31/2022
Client Population/Number to be Served: N/A
Mandated or Non-mandated: Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

On March 16, 2022, the Oneida County Board of Acquisition & Contract accepted Change Order #1 in the amount of \$54,484.74 to cover the cost of additional services provide for the following three (3) projects.

- Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill (H-615)
- Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)
- Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding:

Account #:	H-615/H-614
Total Funding Requested:	\$210,864.74/\$34,640
Oneida County Dept. Funding Recommendation:	\$210,864.74/34,640
Proposed Funding Sources	
Federal:	\$0.00
New York State:	\$0.00
County:	\$245,504.74

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 138062
Change Order No. 1
Effective Date 03/8/2022

CHANGE ORDER

The Change Order modifies the Agreement entered into on the 20th day of July 2021, between Oneida County ("County") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("Contractor"), as follows:

1. Change in Services

In July 2021, the County contracted with the Contractor for construction inspection services for various bridge and structure replacement projects to be constructed in 2021, Contract #138062. The three (3) included projects are:

1. Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill
2. Replacement of BIN 3310480, West Leyden Road over Moose Creek
3. Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd

Additional work is now required for each project due to increased construction timelines resulting from circumstances outside the control of either the County or the Contractor. Additional details regarding specific project justifications can be found in the attached proposal from the Contractor, incorporated as Exhibit A.

2. Change in time of Performance (attach schedule if appropriate)

The term of the Agreement shall be extended through December 31, 2022.

3. Change in Contractor's Compensation

The maximum amount payable shall be increased by \$54,484.74 from \$121,740.00 to \$176,224.74 for the above three (3) projects. The total amount of the original contract will now be \$245,504.74.

All other terms and conditions remain unchanged.

COUNTY

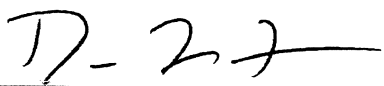
Anthony J. Picente, Jr.
Oneida County Executive

Date _____

Approved

Robert E. Pronteau
Assistant County Attorney

CONTRACTOR



Daniel Faldzinski, P.E.
Director of Civil Engineering Services

Date 5/23/2022

February 24, 2022

Mr. Tim Decker
Assistant Engineer
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

RE: Professional Engineering Services – Change Order Requests

- **Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherril (H-615)**
- **Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)**
- **Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)**

Dear Mr. Decker,

Delta Engineers, Architects, & Land Surveyors, DPC (Delta) appreciates the opportunity to submit this change order request for work associated with the above-reference projects. A summary of each project change order request is provided below.

Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherril (H-615)

The construction inspections services budget originally established for this project was \$43,300 for a 60-day construction period.

Due to unforeseen circumstances, construction inspection for the installation of additional beams will be needed along with an adjustment of \$16,500 to the original budget for a total of \$59,800.

Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)

The construction inspections services budget originally established for this project was \$43,800 for a 60-day construction period.

The construction period for this project was extended to 90-days, which required additional construction inspection services. An additional budget of \$19,363.28 for a total of \$63,163.28 was needed to provide the additional services.

Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)

The construction inspections services budget originally established for this project was \$34,640 for a 60-day construction period.

The contractor took 81 days to substantially complete the work but will require an additional week in the Spring of 2022 to finalize the work. An additional budget of \$18,621.46 for a total of \$53,261.46 was and will be needed to provide the additional construction inspection services.

AN ISO 9001:2015 CERTIFIED COMPANY

Thank you for your consideration of this change order request. Please contact me if you have any questions or require any additional information.

Respectfully,
DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC

Dan Faldzinski

Daniel Faldzinski, PE
Director of Civil Engineering Services

February 24, 2022

Mr. Tim Decker
Assistant Engineer
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

RE: Professional Engineering Services – Change Order Requests

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AN ISO 9001:2015 CERTIFIED COMPANY

Thank you for your consideration of this change order request. Please contact me if you have any questions or require any additional information.

Respectfully,
DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC

Dan Faldzinski

Daniel Faldzinski, PE
Director of Civil Engineering Services

Elwell, Renee A.

From: Flint, Kimberly
Sent: Tuesday, April 12, 2022 3:55 PM
To: Elwell, Renee A.
Subject: RE: March Associates

I see what the issue is – the wording is rather odd...but in this case, the increase from \$121,740 to \$176,224.74 is ONLY for the original totals of the three projects requiring change, NOT the original master contract total. In other words, the three relevant projects originally totaled \$121,740. With the additional work, they now total \$176,224.74 – not the cleanest way to put it, but that's how it was approved...

Kimberly Strong Flint

Contract Administrator
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

Mobile: (315) 731-7206

From: Elwell, Renee A. <relwell@ocgov.net>
Sent: Tuesday, April 12, 2022 3:33 PM
To: Flint, Kimberly <kflint@ocgov.net>
Subject: RE: March Associates


Thanks. I see the split between the cost centers. I'm not understanding the \$\$ breakdown in paragraph three of the change order. Looking at the prior contract, it appears that the total was \$191,020.00. The change order cites the original amount as \$121,740.00 ,, with an increase of \$54,484.74 to \$176,224.74. I think the additional amount is correct and results in the right total (according to the other documents), so I'm thinking we just need to change the original contact amount in that paragraph – unless I'm missing something, which is certainly a possibility.

Renee A. Elwell

Paralegal Assistant
Oneida County Department of Law
800 Park Avenue
Utica, New York 13501

p 315.798.5910

f 315.798.5603

 Please consider the environment before printing this email.



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MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: March 16, 2022; 11:00 a.m.

LOCATION: VIA-teleconference

Roll Call:

County Executive: Present

Chairman of the Board: Present

Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the March 16, 2022 Board of Acquisition and Contract Agenda: Mr. Laramie

Second By: Mr. Fiorini

Ayes: 3

Nays: 0

1. Approval of an agreement between the Plymouth Bethesda United Church of Christ and Oneida County for utilization of a warming center available for homeless individuals throughout Oneida County. The contract term is from October 1, 2021, through November 30, 2021. The agreement will not exceed \$48,548.78. Upon the recommendation of Michal Romano and Al Barbato.
A6070.49551
2. Approval of a change order #2 in the amount of \$7,239.00, to HJ Brandeles Corp, (Contract #H1846010) to compensate the Contractor for additional work, which was necessary to complete the project. It is also recommended that Final payment be approved in the amount of \$27,438.25. The original contract amount was \$272,000.00 and the new proposed amount to date is \$265,209.00. Upon the recommendation of Nicholas DiGennaro, P.E., CFM.
H-305
3. Award Bid Reference #2149 to Elderlee, Inc. of Oaks Corners, New York in the amount of \$1,430,000.00 Gross Sum Bid for the 2021 Guide Rail Program bids received on February 28, 2022. Several other contractors were contacted about the availability of the bid and deadline but did not respond to the advertisement. An award to Elderlee, Inc. (Contract #H2253501) as the lowest responsible bidder is recommended. Upon the recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-614

4. Approval of Change Order #1 (Contract#138062) to Delta Engineers, Architects & Land Surveyors, D.P.C. (Delta) in the amount of \$54,484.74 to cover the cost of additional work associated with the Construction Inspection Services provided for the following 3 projects:

1. Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill
2. Replacement of BIN 3310480, West Leyden Road over Moose Creek
3. Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd

The additional work was required for each project due to increased construction timelines resulting from circumstances outside the control of either Delta or the contractor. Original contract amount was \$121,740.00. Proposed contract to date is \$176,224.74. Upon the recommendation of Nicholas DiGennaro, P.E., CFM.

H-615

5. Approval of Change Order #MC-1 to H.J. Brandeles Corp. (Contract #H1950706) for \$6,969.00 for additional labor and materials along with charges for repairs made to the Union Station Steam Heating System. Request to release retainage and authorize final payment. Original contract amount was \$347,900.00. Proposed contract to date is \$354,869.00. Upon the recommendation of Nicholas DiGennaro, P.E. CFM and Al Barbato.

H-609

6. Approval of an agreement between Oneida County and Vertiv Corporation for \$20,754.75 to provide a 24/7 service agreement and necessary upgrades for Liebert power backup units. Oneida County owns and operates Liebert power backup units that are valued at more than \$200,000.00. These units serve/protect all computer and telecommunication equipment at multiple Oneida County locations, including two at 800 Park Ave., one at 120 Airline St. and one at 120 Base Rd. Oneida County must renew an annual service agreement for maintenance and repair of the Liebert units. This equipment is proprietary and must be serviced directly by the manufacturer or their designated representative. The agreement includes guaranteed emergency response within 4 hours, routine maintenance, and all parts and labor necessary to maintain a fully functional system. The proposed service term will begin on February 1, 2022, and end January 31, 2023. Upon recommendation of Patrick Cassidy and Al Barbato.

A1620.4951

7. Acceptance of a proposal from Delta Engineers in the amount of \$585,800.00 to provide inspection services for various bridge, structure, and highway replacement/rehabilitations projects to be constructed in 2022-2023. The scope of work includes:

Group 1 Projects

- a. Guide Rail and Bridge Rail Replacements, Various Locations throughout Oneida County.
- b. Replacement of Structure C2-7, Summit Road over Sauquoit Creek, Town of Paris.
- c. Replacement of Structure C2-58, Floyd-Camroden Road over Hurlbut Glen Brook, Town of Floyd.
- d. Replacement of Structure C1A-58, Floyd-Camroden Road over Slate Creek, Town of Floyd.
- e. Replacement of Structure C6A-32, Valley Road over Niemier Brook, Town of Whitestown.
- f. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.

Group 2 Projects

- a. Replacement of Structure C1-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- b. Replacement of Structure C1B-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- c. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.
- d. Herder Road CR66 Bank Stabilization adjacent to Fish Creek, Town of Vienna.
- e. Replacement of Structure C1B-20, Mohawk Street over Roberts Creek, Town of New Hartford.
- f. Replacement of Stokes-Lee Center Road Culverts (2 Locations), various drainages, Town of Lee.

Oneida County solicited proposals from qualified contractors and an award to Delta Engineers is recommended. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato H-615

8. Acceptance of a proposal from C & S Engineers, Inc. in the amount of \$72,758.00 plus reimbursable expenses, to prepare plans and specifications for various mechanical system improvements for the Comprehensive Building Improvement Program. The scope of work includes:

- Roof-Top HVAC Unit Replacement, 301 W. Dominick St., Rome
- Roof-Top HVAC Unit Repairs, 300 W. Dominick St., Rome
- Chiller Replacement, 800 Park Ave, Utica
- Chilled Water Coil Replacement, 800 Park Ave., Utica
- Air Conditioning Install, C-Block & H-Block, 6075 Judd Road, Oriskany
- Generator Repair, 6075 Judd Road, Oriskany

- HVAC Controls Upgrade, 120 Airline Street, Utica
- HVAC Controls Upgrade, 235 Elizabeth St., Utica

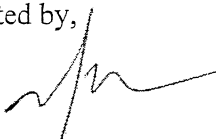
Oneida County solicited proposals from qualified contractors and an award to C & S Engineers, Inc. is recommended. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato
H-609

9. Approval of Final payment to Titan Roofing, Inc. (Contract #H2052201) in the amount of \$18,210.25 as work on MVCC Payne Hall Renovations Roofing Construction Contract are now complete. Original contract amount was \$391,000.00. Proposed contract to date is \$364,205.00. Upon recommendation of Nicholas DiGennaro, P.E., CFM and AL Barbato.
H-613
10. Approval of an agreement between Coordinated Care Services, Inc. (CCSI) and Oneida County. Coordinated Care Services, Inc. will provide the capacity and expertise to support the Department of Mental Health on an as needed basis in matters pertaining to financial oversight and management of OMH, OASAS and OPWDD programs. The contract for this agreement is for a maximum amount payable of \$15,000.00 with the cost of 69% State Reimbursement (\$10,350.00) and 31% Oneida County Funding (\$4,650.00). The contract term is from March 1, 2022, through February 28, 2025. Upon recommendation of Ashley Thompson and Al Barbato.
11. Approval of an agreement between Fitzgerald, DePietro & Wojans, C.P.A.s. P.C and Oneida County. Fitzgerald, DePietro & Wojans, C.P.A.s. P.C. will conduct state mandated Compliance Review of the Department of Mental Health 2021 Consolidated Fiscal Report (CFR). The contract for this agreement is for a maximum amount payable of \$3,250.00. The cost is 49% State Reimbursement (\$1,595.00) and 51% Oneida County Tax Dollars (1,655.00). The contract term is from March 1, 2022, through December 21, 2022. Upon recommendation of Ashley Thompson and Al Barbato.

Motion to Adjourn: Mr. Laramie

Second By: Mr. Fiorini

Submitted by,



Mark E. Laramie, P.E., Secretary
Board of Acquisition and Contract

Memo

To: Mark E. Laramie, P.E.
Secretary, Board of Acquisition & Contract

Al Barbato
Director of Purchasing

From: Nicholas P. DiGennaro, P.E., CFM *NPD*
Deputy Commissioner, Division of Engineering

Date: March 8, 2022

Re: H-615 – County Highway Bridge Program – Phase 5
2021 Construction Inspection Services – CO#1

Delta Engineers, Architects, & Land Surveyors, D.P.C. (Delta) has submitted a request for a change order to cover the cost of additional work associated with the Construction Inspection Services provided for the following three (3) projects:

1. Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill
2. Replacement of BIN 3310480, West Leyden Road over Moose Creek
3. Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd

The additional work was required for each project due to increased construction timelines resulting from circumstances outside the control of either Delta or the contractor. Additional details regarding specific project details are found in the attached proposal from Delta.

I recommend acceptance of the proposal from Delta to cover the additional costs of construction inspection for each project for a total of \$54,484.74 lump sum fee. If accepted, Change Order No. 1 to the contract with Delta (Contract No. 138062) will be forward to the Oneida County Board of Legislators for consideration.

\$43,300.00	1. (BIN 3311140, Hamilton Ave. over Taylor Creek)
\$43,800.00	2. (BIN 3310480, West Leyden Road over Moose Creek)
\$34,640.00	3. (C8-74, Floyd-Steuben Road over Dry Creek)

Original Fee: \$121,740.00

\$16,500.00	1. (BIN 3311140, Hamilton Ave. over Taylor Creek)
\$19,363.28	2. (BIN 3310480, West Leyden Road over Moose Creek)
\$18,621.46	3. (C8-74, Floyd-Steuben Road over Dry Creek)

Proposed CO No. 1 Fee: \$54,484.74

\$59,800.00	1. (BIN 3311140, Hamilton Ave. over Taylor Creek)
\$63,163.28	2. (BIN 3310480, West Leyden Road over Moose Creek)
\$53,261.46	3. (C8-74, Floyd-Steuben Road over Dry Creek)

Proposed Total Fee: \$176,224.74

cc: project file

February 24, 2022

Mr. Tim Decker
Assistant Engineer
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

RE: Professional Engineering Services – Change Order Requests

- Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherril (H-615)
- Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)
- Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)

Dear Mr. Decker,

Delta Engineers, Architects, & Land Surveyors, DPC (Delta) appreciates the opportunity to submit this change order request for work associated with the above-reference projects. A summary of each project change order request is provided below.

Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherril (H-615)

The construction inspections services budget originally established for this project was \$43,300 for a 60-day construction period.

Due to unforeseen circumstances, construction inspection for the installation of additional beams will be needed along with an adjustment of \$16,500 to the original budget for a total of \$59,800.

Replacement of BIN 3310480, West Leyden Road over Moose Creek (H-615)

The construction inspections services budget originally established for this project was \$43,800 for a 60-day construction period.

The construction period for this project was extended to 90-days, which required additional construction inspection services. An additional budget of \$19,363.28 for a total of \$63,163.28 was needed to provide the additional services.

Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd (H-615)

The construction inspections services budget originally established for this project was \$34,640 for a 60-day construction period.

The contractor took 81 days to substantially complete the work but will require an additional week in the Spring of 2022 to finalize the work. An additional budget of \$18,621.46 for a total of \$53,261.46 was and will be needed to provide the additional construction inspection services.

AN ISO 9001:2015 CERTIFIED COMPANY

Thank you for your consideration of this change order request. Please contact me if you have any questions or require any additional information.

Respectfully,
DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC

Dan Faldzinski

Daniel Faldzinski, PE
Director of Civil Engineering Services

Contract No. 138062
Change Order No. 1
Effective Date 03/8/2022

CHANGE ORDER

The Change Order modifies the Agreement entered into on the 20th day of July 2021, between Oneida County (“County”) and Delta Engineers, Architects, & Land Surveyors, D.P.C. (“Contractor”), as follows:

1. Change in Services

In July 2021, the County contracted with the Contractor for construction inspection services for various bridge and structure replacement projects to be constructed in 2021, Contract #138062. The three (3) included projects are:

1. Rehabilitation of BIN 3311140, Hamilton Ave. over Taylor Creek, City of Sherrill
2. Replacement of BIN 3310480, West Leyden Road over Moose Creek
3. Replacement of C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd

Additional work is now required for each project due to increased construction timelines resulting from circumstances outside the control of either the County or the Contractor. Additional details regarding specific project justifications can be found in the attached proposal from the Contractor, incorporated as Exhibit A.

2. Change in time of Performance (attach schedule if appropriate)

The term of the Agreement shall be extended through December 31, 2022.

3. Change in Contractor’s Compensation

The maximum amount payable shall be increased by \$54,484.74 from \$121,740.00 to \$176,224.74 for the above three (3) projects. The total amount of the original contract will now be \$245,504.74.

All other terms and conditions remain unchanged.

COUNTY

CONTRACTOR

Anthony J. Picente, Jr.
Oneida County Executive

Daniel Faldzinski, P.E.
Director of Civil Engineering Services

Date

Date

Approved

Robert E. Pronteau
Assistant County Attorney

Client#: 48884

DELTAENG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: Rebecca Egan, PHONE: 770-670-5355, FAX: (A/C, No):, E-MAIL ADDRESS: ACECcertificates@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Sentinel Insurance Company (NAIC # 11000), INSURER B: Hartford Casualty Ins. Co. (29424), INSURER C: Hartford Fire Insurance Co. (19682), INSURER D: Continental Casualty Company (20443), INSURER E: , INSURER F: . INSURED: Delta Engineers, Architects & Land Surveyors, & Landscape Architects, DPC, 860 Hooper Road, Endwell, NY 13760.

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (20SBWKJ0894), B AUTOMOBILE LIABILITY (20UEGZV3349), B UMBRELLA LIAB (20XHGXU5623), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (20WBGAT0960), D Prof & Pollution Liability (AEH276183123).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: Oneida County, 800 Park Ave, Utica, NY 13501. Cancellation text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

May 25, 2022

FN 20 27-205

AIRPORT

WAYS & MEANS

Hon. Anthony J. Picente, Jr.
800 Park Avenue
Utica, New York 13501

Re: Creation of one (1) Part-Time Airport Maintenance Worker Position

Dear County Executive Picente:

Attached for your review and approval is correspondence from Commissioner of Aviation, Edward Arcuri, requesting the creation of one (1) part-time Airport Maintenance Worker position (Grade 15B, Step 2 at \$14.26 per hour).

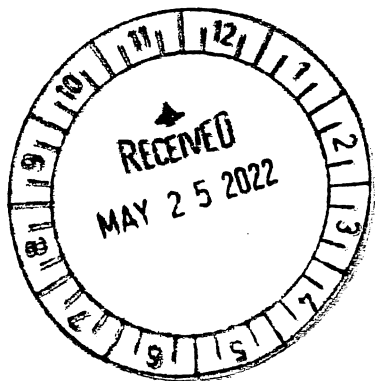
As stated in Commissioner Arcuri's letter, Griffiss International Airport is facing staff shortages on the midnight shift and he feels that adding a part-time shift will help fill the shortage.

If you concur with this request, I respectfully request that you forward it to the Board of Legislators for consideration at their next meeting. As always, I am available to answer any questions either you or the Board may have regarding this request.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive
Date 5-25-22



Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE
County Executive

Edward A. Arcuri
Commissioner of Aviation

05/24/2022

To: Mrs. Amanda Cortese- Kolasz- Director of Personnel
From: Mr. Edward A. Arcuri- Commissioner of Aviation

RE: New part time position for Airport

Dear Amanda,

I would like to request a new part time position for Airport Maintenance Worker at Griffiss International Airport. We are facing staff shortages on our midnight shift, adding a part time shift would fill that absence.

Thank you in advance for your thoughtful consideration of this request.

Sincerely,



Edward A. Arcuri

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 22-206

May 25, 2022

HEALTH & HUMAN SERVICES
~~GOVERNMENT OPERATIONS~~

Hon. Anthony J. Picente, Jr.
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: Reallocation of Youth Bureau Director

Dear County Executive Picente:

Attached is an updated job specification for Youth Bureau Director. I have highlighted the duties that are being added for ease in comparison to the prior job specification. As is evident on the attached, the new job duties require a significant amount of work geared toward at-risk youth, such as youth with mental health needs and other special needs, as well as the prevention of juvenile delinquency.

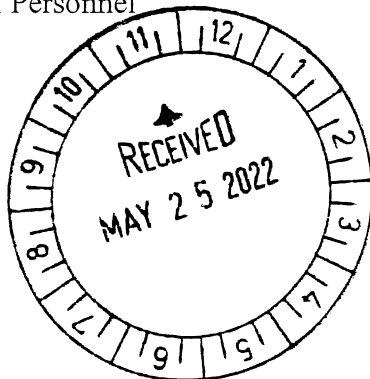
Given the significant increase in duties of the position Youth Bureau Director, I am recommending that the position be reallocated from Grade 35H, Step 4, to grade 40H, Step for, starting at \$70,078.

If you concur with this request, I respectfully request that you forward it to the Board of Legislators for consideration at their next meeting. As always, I am available to answer any questions either you or the Board may have regarding this request.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive
Date 5-25-22