



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

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

September 14, 2016

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

| <u>FILE NO.</u> | <u>COMMITTEE</u> | <u>PAGES</u> |
|-----------------|--|--------------|
| 2016-304 . . . | Public Works, Ways & Means..... | |
| 2016-305 . . . | Ways & Means..... | |
| 2016-306 . . . | Read & Filed..... | |
| 2016-307 . . . | Read & Filed..... | |
| 2016-308 . . . | Read & Filed..... | |
| 2016-309 . . . | Airport, Way & Means..... | |
| 2016-310 . . . | Government Operations, Ways & Means..... | |
| 2016-311 . . . | Government Operations, Ways & Means..... | |
| 2016-312 . . . | Public Works, Ways & Means..... | |
| 2016-313 . . . | Public Works, Ways & Means..... | |
| 2016-314 . . . | Public Works, Ways & Means..... | |
| 2016-315 . . . | Public Works, Ways & Means..... | |
| 2016-316 . . . | Public Works, Ways & Means..... | |
| 2016-317 . . . | Health & Human Services, Ways & Means..... | |
| 2016-318 . . . | Health & Human Services, Ways & Means..... | |
| 2016-319 . . . | Health & Human Services, Ways & Means..... | |
| 2016-320 . . . | Health & Human Services, Ways & Means..... | |
| 2016-321 . . . | Health & Human Services, Ways & Means..... | |

AVAILABLE ON WEBSITE ONLY

www.ocgov.net



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

August 8, 2016

FN 20 16-308

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

WAYS & MEANS

Dear Mr. Picente:

I am respectfully submitting the 2016 Memorandum of Agreement – Data Usage Agreement between the Oneida County Office for the Aging & Continuing Care and New York State Office for the Aging (NYSOFA) for the Oneida County Board of Legislators' review and approval.

This allows for the usage and sharing of client data between the Oneida County Office for the Aging & Continuing Care and the New York State Office for the Aging.

There are no funds associated with this Agreement.

I am available at your convenience should you have any questions regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/kb

Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 9/13/16

**ONEIDA COUNTY
BOARD OF LEGISLATORS**

Name & Address of Vendor: New York State Office for the Aging (NYSOFA)
2 Empire State Plaza
Albany, NY 12223

Title of Activity or Service: Memorandum of Agreement - Data Usage
Agreement

Proposed Dates of Operation: August 31, 2016 - N/A
Continues until terminated by the State

Client Population/Number to be Served : 10,000 - 12,000 - Annually

Summary Statements

- 1) **Narrative Description of Proposed Services:** The purpose of this is to permit usage and sharing of client data between Oneida County Office for the Aging/Continuing Care and the New York State Office for the Aging.
- 2) **Program/Service Objectives and Outcomes:** To store and share client data through the Peer Place statewide client data system used by the New York State Aging Service network. As required by the New York State Office for the Aging (NYSOFA).
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: 0 **Account #** N/A

Oneida County Department Funding Recommendation: N/A

Proposed Funding Source: (Federal \$0 / State \$ 0 / County \$ 0): N/A

Cost per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: There are no funds associated with this agreement.



Memorandum of Agreement
Between
New York State Office for the Aging
And
Oneida County Office for the Aging/Continuing Care
(Insert Area Agency Name)

This Memorandum of Agreement is entered into by and between the New York State Office for the Aging (NYSOFA), 2 Empire State Plaza, Albany, NY 12223, and Oneida County Office for the Aging/Continuing Care,
(Insert Agency Name and Address)

(hereafter referred to as AAA), regarding the use of and entry of data into a statewide database or system of records owned or maintained by NYSOFA.

Statewide databases are software systems created, developed, or maintained by a state agency, such as NYSOFA. The PeerPlace Cloud-Based Data Management System (Data System), developed by PeerPlace Networks, LLC, is an example of a statewide database. Any statewide database is a system of records as defined under Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law. Any reference to a system of records herein shall also refer to a statewide database.

I. RESPONSIBILITIES OF THE AAA

- A. The AAA agrees to utilize in its operation the Data System developed by PeerPlace, which will be maintained by NYSOFA as a statewide database, when made available to the AAA.
- B. The AAA acknowledges and understands that the Data System will include information that identifies individuals applying for or receiving services administered by AAAs under the auspices of NYSOFA. This information is confidential and privileged. The AAA shall comply with all applicable federal and state privacy laws and regulations governing electronically stored data. The AAA shall comply with PPPL requirements regarding data use, access, disclosure, privacy, and security as set forth in this Agreement. The AAA shall monitor the performance of its employees, agents, contractors, and subcontractors in complying with the PPPL requirements and those identified in this Agreement. The AAA shall maintain documentation of such efforts subject to audit.

- C. NYSOFA and the AAA understand that data entered by the AAA into the Data System, including data that contains Personal Information (PI) and Protected Health Information (PHI), is owned by and shall continue to be owned by the AAA. This Agreement shall have no effect on such ownership. The AAA's access to and entry of data into the Data System shall be conditioned upon acceptance of and adherence to the provisions of this Agreement.

- D. The AAA understands that any statewide database maintained by NYSOFA, a State Agency, and entry by the AAA of any Personal Information, as defined in Section Ninety-Two of the Public Officers Law, into such database, are subject to the provisions of the Personal Privacy Protection Law. The AAA understands that, AAA's continued ownership of such data notwithstanding, the requirements imposed by the PPPL will apply to such data due to its location within a system of records maintained by NYSOFA.

- E. The AAA understands that, under the PPPL, NYSOFA is required to cause the requirements of the PPPL to be applied to any agreements it executes that relate to the use and entry of data in its systems of records. The AAA shall ensure that its use of and entry of data into the statewide database complies with all requirements applicable to such data under the PPPL.

- F. The AAA understands and agrees that the requirements of the PPPL and those identified in this Agreement must also be applied to any contracts and/or subcontracts entered into by the AAA which involve use of and/or access to the Data System or any Personal Information which is or will be located therein, including the collection of Personal Information and entry into the Data System. The AAA is responsible for ensuring that all such requirements are extended to all contractors and/or subcontractors.

- G. The AAA agrees to comply with all current and future policies, procedures, and instructions issued by NYSOFA relating to the handling of any data which is subject to the PPPL.

- H. Beginning on the effective date of this Agreement, the AAA agrees to not delete or otherwise dispose of any records contained in the Data System which were first created on or after April 1, 2009, including records which are migrated into the Data System but originated elsewhere, unless notified otherwise by NYSOFA or unless such deletion is requested by the individual to whom the record pertains.

- I. The AAA agrees to comply with requests by NYSOFA to provide access by a data subject to any data owned by the AAA and maintained in the Data System which has been requested by the data subject pursuant to the PPPL.
- J. The AAA agrees to comply with requests by NYSOFA to make a change or amendment to a record owned by the AAA and maintained in the Data System when a request for such amendment is made by a data subject pursuant to the PPPL and determined by NYSOFA to be appropriate.
- K. The AAA shall ensure that all employees, agents, contractors, and subcontractors authorized to access the statewide database have been fully advised of the confidential nature of the information contained therein, the safeguards required to protect the information, and any civil and criminal sanctions for noncompliance contained in applicable state and federal laws.
- L. The AAA shall comply with instructions issued by NYSOFA that relate to collecting and making available certain client data for purposes of emergency preparedness. Such instructions may require utilization of a module or program made available within the Data System to maintain the information necessary to respond to an emergency and to generate a report of such data in the event of an emergency.
- M. The AAA shall comply with the requirements of 45 C.F.R. § 1321.51 in obtaining the informed consent of individuals from whom information is collected, recorded, or shared in connection with the provision of services under the Older Americans Act or the New York State Elder Law or the AAA's obligations as an area agency on aging. The AAA will comply with instructions provided by NYSOFA regarding the obtaining of and documenting of informed consent. This includes use by the AAA of any scripts, processes, and procedures developed by NYSOFA and provided to the AAA which relate to obtaining and documenting of the informed consent of an individual to capture, share, and/or disclose his or her information, including the use of such information for purposes of emergency preparedness.
- N. The AAA consents to NYSOFA's access to and use of data owned by the AAA and located in the Data System in the manner described in the attached Data Use Agreement, for the lawful purposes described therein, and subject to the limitations contained therein.

II. SUSPENSION AND TERMINATION

A. Suspension of access to the Data System.

1. NYSOFA may suspend or limit access by the AAA, its agents, employees, contractors, or subcontractors to the Data System upon a material failure to comply with:
 - (a) the terms of this Agreement; or
 - (b) any applicable federal or state laws or regulations or with the AAA's obligations as an area agency on aging such that it compromises the security and/or integrity of the Data System or the data contained therein.
2. NYSOFA will investigate and will make a determination regarding any suspicions of the occurrence of either (a) or (b) above. The AAA agrees to cooperate with NYSOFA in any such investigation. NYSOFA will cooperate with the AAA in identifying and achieving appropriate remedies that minimize the impact to AAA regarding access to the Data System.
3. If NYSOFA has identified the need for corrective action by the AAA and AAA fails to complete such corrective action in the allotted timeframe, NYSOFA may terminate access to the Data System by the AAA, its agents, employees, contractors, or subcontractors upon ninety (90) days' notice to AAA, provided that access will not be terminated if AAA takes the identified corrective action during that time.

B. This Agreement shall terminate in the event of de-designation by NYSOFA of AAA as an area agency on aging, as defined in Section 102 of the Older Americans Act, or upon the discontinuation of such designation for any reason, including voluntary relinquishment by AAA. Upon termination, NYSOFA may, to the extent necessary to satisfy the requirements of 45 C.F.R. § 1321.35 and in accordance with 9 N.Y.C.R.R. § 6652.7, take control and/or ownership of the Data System and any data contained therein, including all data entered by AAA, to allow for continued and uninterrupted performance of any and all functions previously performed by AAA in relation to its designation as an area agency on aging.

C. NYSOFA reserves the right to terminate access to the Data System for any reason upon one hundred twenty (120) days' notice to the AAA, provided that NYSOFA will assist and cooperate with AAA in the extraction and migration of all data owned by AAA and returning all such data to the AAA in reasonably usable form.

- D. To the extent necessary to comply with the requirements of the PPPL and any other applicable state or federal law, the terms of this Agreement shall survive its termination.
- E. Notice of suspension, limitation, or termination of this Agreement shall be sent to the AAA's Director or the Chairman of the AAA's governing body, or to the Chief Executive Officer or the Chairman of the Governing Board of the County in which AAA serves as an area agency on aging, and/or to his or her designee.
- F. NYSOFA's right to terminate this Agreement for breach thereof shall not limit the right of the NYSOFA to undertake any other action under the Agreement, or State or Federal law, to enforce this Agreement and secure satisfactory corrective action, or to undertake other remedial actions permitted by State or Federal law to effect adherence to the requirements herein, including seeking damages, penalties, and restitution as permitted under such law.

III. GENERAL PROVISIONS

- A. No modification of this Agreement will be effective unless it is in writing and fully executed by the parties hereto. Any failure to enforce a provision of this Agreement shall not be construed as a waiver of any succeeding breach of such provision, or a waiver of the provision itself.
- B. The AAA may not assign this Agreement, its obligations, or any interest hereunder. Any assignment of this Agreement shall be null and void.
- C. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- D. If any term or provision, or portion thereof, of this Agreement is, or becomes, invalid or unenforceable under any applicable statute or rule of law or public policy, it is to be deemed severed from this Agreement to the extent of its unenforceability or invalidity, and shall have no effect on the validity or enforceability of any other term or provision, or of this Agreement as a whole, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED OFFICIALS ON _____, 2016:

New York State Office for the Aging:

Signature: _____

Name (print): Greg Olsen

Title: Acting Director

Address: 2 Empire State Plaza, 5th Floor

Albany, NY 12223-1251

Oneida County Office for the Aging/Continuing Care

(Full Name of AAA Organization)

Signature: _____

Name (print): Anthony J. Piecente, Jr.

Title: Oneida County Executive

Address: 800 Park Ave

Utica, NY 13501

Data Use Agreement
Between
New York State Office for the Aging
And

Oneida County, through its Office for the Aging & Continuing Care
(Insert Area Agency Name)

This Data Use Agreement is entered into by and between the New York State Office for the Aging (NYSOFA), 2 Empire State Plaza, Albany, NY 12223, and

Oneida County, through its Office for the Aging & Continuing Care, 800 Park Avenue, Utica, New York 13501,

(Insert Agency Name and Address)

(hereafter referred to as AAA), regarding the access and use by NYSOFA of data owned by the AAA and entered into the PeerPlace Cloud-Based Data Management System (Data System), developed by PeerPlace Networks, LLC, and owned, maintained, or controlled by NYSOFA.

I. PURPOSE OF THE DATA USE AGREEMENT

The purpose of this Agreement is to ensure NYSOFA's access to and use of data owned by AAA for the lawful purposes identified herein, and to identify the limitations accompanying such access and use.

II. DEFINITIONS

- A. AAA Data: Data collected by AAA and entered into AAA's OLTP, including that data which is included in any OLAP generated by the OLTP and accessed by NYSOFA. Such data is now and shall continue to be the property of AAA.
- B. Aggregate Data: Data relating to multiple data subjects and compiled in a form containing no identifiers and which assigns only a numerical value (e.g., average age, number of Hispanics served) to each data field based on the collective responses of all included data subjects.
- C. Data Subject: Any natural person about whom Personally Identifiable Information has been collected by or on behalf of NYSOFA.

-
- D. Emergency: The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any causes, whether natural or man-made, and that requires responsive action to protect life or property. Emergencies may include, but are not limited to, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, terrorist activity, cyber event, blight, drought, infestation, explosion, radiological accident, nuclear, chemical, biological, or bacterial release, water contamination, bridge failure, or bridge collapse.
- E. On-line Analytical Processing System (OLAP): A “static” informational system containing statistical, historical, or archival data aggregated from one or more systems of records. An OLAP is an analytic database meant for viewing statistical data for the purposes of reporting, monitoring, and analysis. This type of database cannot be modified by users and new data cannot be entered into an existing OLAP. For purposes of this Agreement, any reference to OLAP shall mean only a statewide OLAP generated for access by NYSOFA which consists of data from OLTPs maintained by AAA and other Area Agencies on Aging, and shall not include any other OLAPs, including others generated from AAA’s OLTP.
- F. On-line Transaction Processing System (OLTP): A “live” informational system consisting of operational data. Data may be entered into or changed within an OLTP, and is frequently updated. For purposes of this Agreement, all references to OLTP shall mean the OLTP utilized by AAA and into which AAA data is initially entered. The OLTP is a storage and retrieval system of records that is the authoritative source for particular data elements also appearing in the OLAP.
- G. Personally Identifiable Information: Any information concerning a data subject which, because of name, number, symbol, mark, or other identifier, can be used to identify that data subject. Any reference to “Personal Information” shall mean Personally Identifiable Information, and the terms may be used interchangeably.
- H. Protected Health Information (PHI): Protected Health Information carries the definition provided in 45 C.F.R. § 160.103.
- I. User Roles: Assigned roles, including administrative roles, which determine the data to be accessible to an individual by type(s) of data and/or by particular data elements or collections of data elements, and the transactions that the individual may perform with regard to this data. User roles are assigned based upon the type of user, the functions performed by the user, and the business needs which accompany these functions.

III. BACKGROUND

Data is collected by AAA in connection with the provision of services under the auspices of NYSOFA and in accordance with its obligations as an Area Agency on Aging. Data is to be entered into the Data System by AAA as described in the attached Memorandum of Agreement. The Data System is under the control and maintenance of NYSOFA and is made available to AAA for use in administering programs under the auspices of NYSOFA. Data entered into the Data System is owned by and continues to be owned by AAA, and entry of such data into the Data System has no effect on such ownership.

Data entered into the Data System by AAA is located initially in an On-line Transaction Processing system (OLTP), which allows for changes such as the entry of additional data, and is accessible only to AAA. Data located in the OLTP may be used to generate an On-line Analytical Processing system (OLAP). The OLAP is a statewide system containing certain data elements from AAA's OLTP as well as the OLTPs of other Area Agencies on Aging. For purposes of this Agreement, the OLAP shall refer only to the statewide OLAP accessible by NYSOFA and not to any other OLAP which may be generated from AAA's OLTP. Data appearing in the OLAP is capable only of being accessed, and not changed or added to. All data accessed or used by NYSOFA for the purposes identified in this Agreement will be obtained through the OLAP.

IV. DATA TO BE SHARED

- A. Data necessary to satisfy any reporting requirements applicable to NYSOFA under federal law, including but not limited to the Older Americans Act, supporting regulations, and any supplemental instructions issued by federal agencies, as required.
- B. Data necessary to satisfy any reporting requirements applicable to NYSOFA under New York State law, including but not limited to those identified in the Elder Law.
- C. Data to be used in conducting analytics to allow for more effective and more efficient administration of programs in accordance with the requirements and the goals identified in federal and state law, including but not limited to the Older Americans Act and the New York State Elder Law.

-
- D. Data used by NYSOFA for purposes of monitoring and evaluation of programs administered under its auspices.
 - E. Data necessary to respond to an emergency, when an emergency has been declared by any federal, state, or local government entity or official with the legal authority to make such declaration, or when such data has been requested by any federal, state, or local government entity or official with the authority to make such request for purposes of responding to an emergency, provided that informed consent for such a disclosure has been obtained from each data subject for whom such data is to be disclosed.
 - F. Data to be released to third parties for research purposes following an approval process by NYSOFA. Data released for such purposes shall contain no Personally Identifiable Information, unless required by law or by court order. NYSOFA will take additional steps to ensure that no data released for such purposes is capable of identifying any individual, such as prohibiting disclosures of data fields containing very low quantities.

V. TERMS OF USE

- A. NYSOFA will obtain AAA data only from the OLAP database, and not from the OLTP, and its access to and use of AAA data will be limited to that contained in the OLAP.
- B. NYSOFA will access and use only the data reasonably necessary to achieve the purposes identified in this Agreement under "Data to be Shared," or as required by law or court order.
- C. Whenever practicable, NYSOFA will limit access to and use of AAA data to data in aggregate form.
- D. NYSOFA will treat all data containing Personal Information accessed from the OLAP as highly sensitive and confidential, and will implement procedures and take appropriate actions to protect the confidentiality of such data, including, at a minimum, all such actions identified as applying to such data under the Information Security Controls Standard, NYS-S14-003, including any amendments thereto or supersedence thereof, issued by the New York State Office of Information Technology Services.

-
- E. NYSOFA will ensure that the transfer of AAA data from the OLTP to the OLAP, the extraction of any such data from the OLAP, and any subsequent use of such data will, at a minimum, be subjected to all data security measures identified in the policies, procedures, and standards adopted by the New York State Office of Information Technology Services, including those currently in effect and any which may be subsequently adopted, and any amendments thereto. These policies, procedures, and standards are available at <http://www.its.ny.gov/eiso/policies/security>.
 - F. NYSOFA will adopt procedures identifying user roles and the degree of access to data that will accompany each user role. The degree of access assigned to any user role will not exceed that which is reasonably necessary. Access to and use of any AAA data by NYSOFA employees will be limited to the degree of access assigned to their respective user roles.
 - G. NYSOFA shall take steps to ensure that all employees, agents, contractors, and subcontractors of NYSOFA authorized to access AAA data have been fully advised of the confidential nature of the information contained therein, including through the use of end user agreements.
 - H. NYSOFA shall limit access to the OLAP and to AAA data to those employees, agents, contractors, and subcontractors with a legitimate business need for such access, and all such access shall require a degree of authentication which satisfies the standards applicable to "Identity Assurance Level 3" as set forth in the Identity Assurance Policy, NYS-P10-006, including any amendments thereto or supersedence thereof, adopted by the New York State Office of Information Technology Services.
 - I. NYSOFA will make no disclosures of data other than those identified in this Agreement without the explicit written approval of AAA, except as required by law or court order.

VI. GENERAL PROVISIONS

- A. No modification of this Agreement will be effective unless it is in writing and fully executed by the parties hereto. Any failure to enforce a provision of this Agreement shall not be construed as a waiver of any succeeding breach of such provision, or a waiver of the provision itself,
- B. NYSOFA may not assign this Agreement, its obligations, or any interest hereunder. Any assignment of this Agreement shall be null and void.

-
- C. This Agreement and its terms shall survive unless explicitly revoked or superseded upon mutual consent of both parties hereto, or upon the termination of the Memorandum of Agreement to which this Data Use Agreement is attached.
 - D. Upon termination of this Agreement, NYSOFA's access to and use of data contained in the OLAP shall continue in accordance with the terms of this Agreement to the extent necessary for the uninterrupted performance by NYSOFA of the functions identified in this Agreement and to satisfy any legal obligations or requirements.
 - E. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
 - F. If any term or provision, or portion thereof, of this Agreement is, or becomes, invalid or unenforceable under any applicable statute or rule of law or public policy, it is to be deemed severed from this Agreement to the extent of its unenforceability or invalidity, and shall have no effect on the validity or enforceability of any other term or provision, or of this Agreement as a whole, which shall remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY
THEIR DULY AUTHORIZED OFFICIALS ON _____, 2016:

New York State Office for the Aging:

Signature: _____

Name (print): Greg Olsen

Title: Acting Director

Address: 2 Empire State Plaza, 5th Floor

Albany, NY 12223-1251

Oneida County

(Full Name of AAA Organization)

Signature: _____

Name (print): Anthony J Picente, Jr.

Title: Oneida County Executive

Address: 800 Park Ave

Utica, NY 13501



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

Philip M. Sacco
Minority Leader

August 31, 2016

County Executive Anthony Picente
800 Park Ave.
Utica, NY 13501

FN 20 16-306

Chairman Gerald J. Fiorini
Board of Legislators
800 Park Ave.
Utica, NY 13501

READ & FILED

Dear County Executive Picente and Chairman Fiorini:

In accordance with Section 614 of the Oneida County Charter and 615 of the Administrative Code, we the undersigned do hereby return to you our recommendations for elected official salaries commencing in the year 2017, with incremental increases each year beginning in 2018. To comply with County Law Section 201, Section 614 of the Charter and 615 of the Administrative Code, the Board will need to pass a local law approving the adjustments for the County Executive, the Comptroller, the County Clerk, and the Sheriff. The Legislative adjustments are approved through the Budget process each and every year.

2017 Recommended Salary Adjustments:

The Board of Legislators recommended 2017 salary = \$13,368, Minority and Majority Leader = \$15,038, and Chairman of the Board = \$26,747

County Executive's recommended 2017 Salary = \$135,000

The Comptroller's recommended 2017 Salary = \$85,000

The County Clerk's recommended 2017 Salary = \$73,636

The County Sheriff's recommended 2017 Salary = \$107,000

Annual Incremental Increases beginning in 2018:

The Board of Legislators recommended incremental increases beginning in 2018, including leadership, are an annual increase equal to the Consumer Price Index (CPI). In the event that the CPI in any year is less than 1.5%, the increase for that year shall be 1.5%. In the event that the CPI in any year is more than 2.5%, the increase for that year shall be 2.5%.

Annual Incremental Increases beginning in 2018 for the County Executive, Comptroller, County Clerk and Sheriff. The Committee recommends that the County Charter and Administrative Code be amended to reflect a change in the way annual salary increases are handled for these positions, such that each receive an annual increase equal to the Consumer Price Index (CPI). In the event that the CPI in any year is less than 1.5%, the increase for that year shall be 1.5%. In the event that the CPI in any year is more than 2.5%, the increase for that year shall be 2.5%.

The Committee respectfully requests that you take the necessary steps to move these recommendations forward.

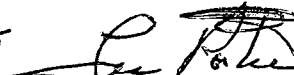
Sincerely,



George Joseph
Co-Chairman



Phil Sacco
Co-Chairman



Les Porter



Emil Paparella



Brian Mandryck



Michael Clancy



Rose Ann Convertino

RESOLVED, That the Oneida County Board of Legislators hereby authorizes allocation of October 1, 1999 through September 30, 2000 revenues received from the Oneida County Hotel/Motel Tax to the Convention & Visitors Bureau for Oneida County, Inc., and it is further

RESOLVED, That Oneida County Executive Ralph J. Eannace, Jr., is hereby authorized and directed to execute an Agreement, on behalf of the County, for allocation of net revenues from the October 1, 1999 through September 30, 2000 Hotel/Motel Tax to the Convention & Visitors Bureau for Oneida County, Inc., in accordance with terms and conditions more specifically set forth in said Agreement on file with the clerk of this Board.

APPROVED: Economic Development & Tourism Committee (November 10, 1999)
Ways & Means Committee (November 24, 1999)

Seconded and adopted, viva voce.
November 24, 1999

No. 464 - FN99-395 - Messrs. Hendricks and Angell offered the following resolution and called for its adoption.

**LOCAL LAW INTRODUCTORY "D" OF 1999
LOCAL LAW NO. 5 OF 1999**

A LOCAL LAW ESTABLISHING A COST OF LIVING INCREMENTAL COMPENSATION FORMULA FOR CERTAIN ONEIDA COUNTY ELECTED OFFICIALS AS PROVIDED FOR IN SECTION 614 OF THE ONEIDA COUNTY CHARTER AND SECTION 615 OF THE ONEIDA COUNTY ADMINISTRATIVE CODE.

Legislative Intent: To establish the rate of an annual cost of living incremental compensation formula for certain elected officials of the county of Oneida for an ending their respective terms of office commencing in the year 2000.

BE IT ENACTED by the Board of Legislators, County of Oneida, State of New York, as follows:

1. The annual incremental compensation for the offices of the County Executive, the County Comptroller, the county Clerk and the County Sheriff shall be increased or decreased annually in accordance with the following index: For the purposes of this formula, "Index" shall mean the Consumer Price Index for urban wage earners and clerical workers, CPIW, U.S. City average all items (1982-84 = 100) by the U.S. Department of Labor or any replacement thereof comprising the same component factors and applicable to the city of Utica, New York or, if none is specifically applicable thereto, most closely applicable to the City of Utica, New York by reason of location, size and other relevant factors.

2. Any calculation of increase or decrease in such incremental compensation shall be made annually no later than November 30th in 1999 and no later than September 30th in each year thereafter and shall be based on the percentage of increase or decrease in said index for the preceding calendar year. As an example, any increase or decrease in the year 2000 incremental compensation of the elected officials named herein, shall be calculated using the 12 month calendar year of 1998.

3. The rate of increase based on this formula shall at no time exceed three percent (3%).

4. If any provision of this local law, or the application thereof to any person or circumstances, is held invalid, the remainder of this local law, and the application of such provisions to other persons or circumstances shall not be affected thereby.

5. This local law shall take effect immediately in accordance with Sections 20, 21 and 27 of the Municipal Home Rule Law.

APPROVED: Laws & Rules Committee (November 10, 1999)
Ways & Means Committee (November 24, 1999)

Seconded and adopted on a roll call vote, with Messrs. Tallarino and Revere requesting their votes be registered as nay.

No. 465 - FN99-462 - Mr. Angell offered the following resolution and called for its adoption.

**RE APPROVAL FOR TWENTY DAYS OF EXTENDED SICK LEAVE FOR ROSEMARY CAORLE,
WORKFORCE DEVELOPMENT**

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

August 29, 2016

Mr. Mikale Billard
Clerk of the Board of Legislators
Oneida County
800 Park Avenue
Utica, New York 13501

FN 20 16 - 307

READ & FILED

Dear Mike:

Pursuant with Section 5 of the County's written investment policy, please find a list of the current/approved depositories for Oneida County:

First Niagara Bank
Bank of Utica
National Bank & Trust
J.P. Morgan Chase
Adirondack Bank
Chemung Canal Trust Company (and/or Capital Bank, as a Division of)
Community Bank, N.A.
Key Bank
Bank of America

If you have any questions, please call.

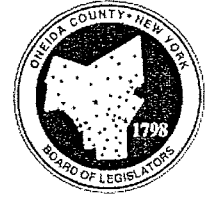
Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

cc: Anthony J. Picente, Jr., Oneida County Executive
Gerald J. Fiorini, Chairman of the Board

**Petition by Oneida County, New York
Board of Legislators
for Memorializing Petition**



FN 20 16 308 F.N.

A MEMORIALIZING PETITION SUPPORTING STATE LEGISLATION AUTHORIZING AN INCREASE IN THE REIMBRSEMENT RATE FOR SCHOOL LUNCHES

SPONSORS: Messrs. Idzi, Joseph, Schiebel, Welsh *Koenig* **READ & FILED**

WHEREAS, the Board of Legislators recognizes the importance of providing the 36,000 Oneida County students with locally-sourced, healthy and nutritious meals; and

WHEREAS, the Board believes the reimbursement rate for school lunches should be increased through enactment of State legislation; and

WHEREAS; the reimbursement rate, currently set at 6 cents, has not been increased in 40 years; and

WHEREAS, this low reimbursement rate hinders school districts' ability to purchase fresh, locally grown products; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Oneida County Board of Legislators encourages the State to enact a formula that enhances the reimbursement rate for school lunches ensuring that school districts can purchase locally grown, healthier options; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., the New York State School Board Association, Waterville Business Official Tracy Leone and others deemed necessary and proper.

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Date: August 10, 2016

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

August 3, 2016

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

FN 20 16-309

AIRPORT

Re: Lease Agreement- U.S. Customs and Border Protection

WAYS & MEANS

Dear Mr. Picente:

Please consider acceptance of this Lease Agreement between Oneida County, Department of Aviation and U.S. Customs and Border Protection.

The Lease Agreement provides for the lease of the U.S. Customs facility, 650 Hangar Road, Rome NY 13441 to the U.S. Customs and Border Protection.

U.S. Customs is located in this facility conducting Customs clearance actions as part of Griffiss designation as a User Fee Airport.

If you concur with this agreement, please forward this request to the Oneida County Board of Legislatures for their consideration.

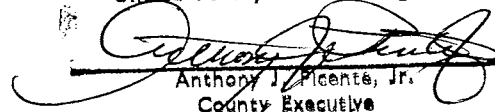
Sincerely,



Russell Stark
Commissioner
Oneida County Department of Aviation



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


Anthony J. Picente, Jr.
County Executive

Date 8/19/16

Oneida Co. Department:

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

U.S. Customs and Border Protection
 Field Operations Facilities Program
 Management Office
 ATTN: Lease Contracting Officer
 6650 Telecom Drive, Suite 100
 Indianapolis, IN 46278

Title of Activity or Service:

Lease Agreement for Building 650, U.S.
 Customs Building.

Proposed Dates of Operation: Date of
 Execution, for 1 year, with 19 one year
 renewals at the option of the U.S.
 Government.

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Lease Agreement will lease Building 650, The New U.S. Customs Facility to the U.S. Customs and Border Protection, for the purpose of providing Customs services to Griffiss International Airport.

2) Program/Service Objectives and Outcomes:

The Lease Agreement provides for the U.S. Customs to operate at the facility to conduct clearance actions as part of Griffiss designation as a User Fee Airport. This is a no revenue Lease.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Account #: A5620

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): This is a non- revenue generating Lease

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

LEASE NO. HSBP-7116-L-IN0352

On-Airport Lease
Modified GSA FORM L201D (May 2015) CBP 7/15

This Lease is made and entered into between

Griffiss International Airport

(Lessor), whose principal place of business is Department of Aviation, 660 Hangar Road, Suite 223, Rome, New York 13441, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Griffiss International Airport (Airport), 650 Hangar Road, Rome, New York 13441

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning on _____ and continuing through _____ inclusive for a term of one-year. At the expiration of this term the lease will automatically renew on a year-to-year basis upon the anniversary of the Lease Term Commencement Date each year thereafter for 19 (Nineteen) additional years but not beyond _____ unless or until the Government gives at least 120 days' notice in writing of its intent not to renew to the Lessor.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: _____
Title: _____
Entity Name: _____
Date: _____

Name: Randal Mittman
Title: Lease Contracting Officer
U.S. Customs and Border Protection
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

TABLE OF CONTENTS

ON-AIRPORT LEASE

| | |
|---|-----------|
| SECTION 1 THE PREMISES, RENT, AND OTHER TERMS | 3 |
| 1.01 THE PREMISES (JUN 2012) | 3 |
| 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) | 3 |
| 1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (APR 2015) | 3 |
| 1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013) | 3 |
| 1.05 RENEWAL RIGHTS (SEP 2013) | 3 |
| 1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015) | 3 |
| | |
| SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS | 4 |
| 2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013) | 4 |
| 2.02 AUTHORIZED REPRESENTATIVES (JUN 2012) | 4 |
| 2.03 WAIVER OF RESTORATION (APR 2011) | 4 |
| 2.04 RELOCATION RIGHTS (JUN 2012) | 4 |
| 2.05 NOTICES | 5 |
| 2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015) | 5 |
| 2.07 ALTERATIONS | 5 |
| 2.08 SYSTEM FOR AWARD MANAGEMENT (APR 2015) | 5 |
| 2.09 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011) | 5 |
| 2.10 FIRE AND CASUALTY DAMAGE | 5 |
| 2.11 DEFAULT BY LESSOR | 5 |
| 2.12 INTEGRATED AGREEMENT | 6 |
| 2.13 MUTUALITY OF OBLIGATION | 6 |
| 2.14 COMPLIANCE WITH APPLICABLE LAW | 6 |
| 2.15 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT | 6 |
| 2.16 DELIVERY AND CONDITION | 6 |
| 2.17 FAILURE IN PERFORMANCE | 7 |
| 2.18 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2015) | 7 |
| | |
| SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS | 8 |
| 3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013) | 8 |
| 3.02 MEANS OF EGRESS (MAY 2015) | 8 |
| 3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) | 8 |
| 3.04 FIRE ALARM SYSTEM (SEP 2013) | 8 |
| 3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011) | 9 |
| 3.06 ACCESSIBILITY (FEB 2007) | 9 |
| 3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) | 9 |
| 3.08 RESTROOMS (ON-AIRPORT) (JUN 2012) | 9 |
| 3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011) | 9 |
| 3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013) | 9 |
| | |
| SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM | 10 |
| 4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (SEP 2013) | 10 |
| 4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013) | 10 |
| 4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013) | 10 |
| 4.04 RECYCLING (ON-AIRPORT) (JUN 2012) | 10 |
| 4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013) | 10 |
| 4.06 MAINTENANCE OF PROVIDED FINISHES | 10 |
| 4.07 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013) | 11 |
| 4.08 INDOOR AIR QUALITY (SEP 2013) | 12 |
| 4.09 HAZARDOUS MATERIALS (ON-AIRPORT) (SEP 2013) | 12 |
| 4.10 OCCUPANT EMERGENCY PLANS (SEP 2013) | 13 |
| | |
| SECTION 5 ADDITIONAL TERMS AND CONDITIONS | 14 |
| 5.01 IDENTITY VERIFICATION OF PERSONNEL | 14 |
| 5.02 SECURITY | 15 |
| 5.03 LIABILITY | 15 |
| 5.04 AVAILABILITY OF FUNDS | 15 |
| 5.05 SOVEREIGN IMMUNITY | 15 |
| 5.06 NO PRIVATE RIGHT OR BENEFIT CREATED | 15 |

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. General Aviation Facility (GAF): 4,200 square feet of GAF Space (the Premises), as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 11 parking spaces as depicted on the plan attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (APR 2015)

- A. The Government shall pay no rent.
- B. This facility has been designated as an user fee facility. Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection (CBP) is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The Griffiss International User Fee Airport is designated as eligible for such services, which are provided under the conditions set forth herein and Exhibits D and E.
- C. In exchange for the Government's agreement to locate inspectional personnel onsite, the Lessor shall do the following:
- Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"
 - Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 - Perform or satisfy all other obligations set forth in this Lease, and in its attached exhibits, including, but not limited to, Exhibit D Memorandum of Agreement to Reimburse pertaining to information technology services and equipment costs; and Exhibit E Memorandum of Agreement, User Fee Facility Program, and,
 - Provide all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease with 120 days' prior written notice to the Lessor if the operations supported by the Premises are closed, if the Lessor does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

1.05 RENEWAL RIGHTS (SEP 2013)

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the sole option of the Government for 19 years but not beyond _____ and all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015)

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| Floor Plan(s) | 1 | A |
| Parking Plan(s) | 1 | B |
| GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property) | 2 | C |
| Memorandum of Agreement to Reimburse - OIT Cost Sign-Off Document | 13 | D |
| Memorandum of Agreement, User Fee Facility Program; | 5 | E |
| | | |

SECTION 2**GENERAL TERMS, CONDITIONS, AND STANDARDS**

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- C. Contract. Contract and contractor means Lease and Lessor, respectively.
- D. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- G. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Lessor (and on which the parties' obligations under the Lease begin).
- H. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- I. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- J. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- K. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- L. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor and CBP, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days' prior written notice. Lessor shall bear all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The replacement space will be provided under the same terms as agreed to under this Lease, including that the new location shall meet CBP's operational requirements and that the Government shall not pay rent.

2.05 NOTICES

A. Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses:

To the Lessor at: Griffiss International Airport; Department of Aviation, 660 Hangar Road, Suite 223, Rome, New York 13441

To CBP at: U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office; ATTN: FOF Lease Contracting Officer; 6650 Telecom Drive, Suite 100, Indianapolis, IN 46278.

Notice computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone to the respective officials designated as follows:

The emergency contact and phone number for the Lessor is: Chad Lawrence, Deputy Commissioner of Aviation, at 315-736-4171.

The emergency contact and phone number for CBP is: David Harris, Port Director, at 905-676-2606.

2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.07 ALTERATIONS

With prior written approval by the Lessor, the Government shall have the right during the Term of this Lease and any renewal periods to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

2.08 SYSTEM FOR AWARD MANAGEMENT (APR 2015)

The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. To remain active, the Lessor is required to update or renew its registration annually. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.09 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.10 FIRE AND CASUALTY DAMAGE

If the Premises are totally or partially destroyed, damaged, or rendered untenable or unusable for their intended purpose by fire or other casualty, the Lessor shall have the option to terminate the Lease or to repair and restore or rebuild the Premises. Notwithstanding this option by the Lessor, the Government shall have the option to terminate the Lease upon any of the occurrences specified herein. In the event of termination under this clause, should Lessor continue to require inspectional services to be performed by the Government at the Airport, Lessor agrees to provide the Government with suitable, alternate space at the Airport at no cost to the Government.

2.11 DEFAULT BY LESSOR

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

A. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for acceptance of the Premises within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of a material obligation (i.e., Lessor's material breach of the Lease, as determined under the federal common law of government contracts) required for acceptance of the Premises.

B. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of any obligation under this Lease.

C. Grounds for Termination. The Government may terminate the Lease if:

1. The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
2. The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.

D. Excuse. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

1. Circumstances within the Lessor's control;
2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform;
3. The condition of the Property;
4. The acts or omissions of the Lessor, its employees, agents or contractors; or
5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law or under this Lease, including as set forth in Section 1.04.

2.12 INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, pre-award communications by either party shall not be incorporated in the Lease.

2.13 MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

2.14 COMPLIANCE WITH APPLICABLE LAW

Lessor shall comply with all federal, state and local laws applicable to its ownership and leasing of the Premises, including, without limitation, laws applicable to the construction, demolition, ownership or alteration and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by federal law.

2.15 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT

The Lessor shall maintain the Premises, including the systems, equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality; existence of mold and other biological hazards or hazardous materials. The Government shall have the right, at any time after the Lease is signed and during the Term of the Lease, and any renewal periods, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause. When accompanied by a Government escort, the Lessor shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its right as owner and operator of the Airport and as Lessor.

2.16 DELIVERY AND CONDITION

- A. Unless the Government elects to have the Premises occupied in increments, the Premises must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the Premises are substantially complete.
- B. If the Premises do not substantially comply with the provisions of this Lease, the Contracting Officer may terminate this Lease in accordance with Paragraph 1.04, Termination Rights, and/or Paragraph 2.11, Default by Lessor, of this Lease.

2.17 FAILURE IN PERFORMANCE

In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this Lease, the Government may, by contract or otherwise, perform the requirement and seek reimbursement from the Lessor for the resulting costs to the Government, including all administrative costs; provided however, before undertaking to perform any obligation of Lessor, Government shall provide Lessor not less than thirty (30) days prior written notice during which Lessor shall be permitted to cure any alleged default and further provided that such cure period shall be extended by an additional thirty (30) days if, at the expiration of the notice/cure period, the Lessor is diligently pursuing to cure or otherwise resolve such alleged default. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access the Premises to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may terminate this Lease pursuant to Paragraph 1.04, Termination Rights, and/or Paragraph 2.11, Default by Lessor, of this Lease. The aforementioned remedies are not exclusive and are in addition to any other remedies which may be available under this Lease or at law, including CBP's rights set forth in Exhibit D and E.

2.18 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2015)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
3. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
4. FAR 52.222-26, EQUAL OPPORTUNITY (APRIL 2015)
5. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
6. FAR 52.233-1, DISPUTES (MAY 2014)
7. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (FEB 1996)
8. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS

3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013)

A. The Premises shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space. If there is a conflict on the standards the more stringent will apply. For the purposes of this Lease, the Airport Technical Design Standards June 2012 shall apply (hereinafter referred to as "CBP Standards").

B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed building components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, and installed. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single-tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Space.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed pursuant to a separate agreement. In the event future upgrades are required, the Lessor shall bear all costs associated with the upgrade. Lessor has also agreed to the terms set forth in Exhibit D regarding Lessor's obligation to bear information technology costs.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4**UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM****4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (SEP 2013)**

The Lessor is responsible for providing all utilities necessary for Premises and tenant operations. The following services, utilities, and maintenance shall be provided by the Lessor seven (7) days per week, twenty-four (24) hours per day, including Saturday, Sunday and federal holidays. (check all that apply):

- | | | | | |
|--|--|---|---|---|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | <u>Resilient Floors: Twice per year clean resilient floors per the specifications in main corridors and heavy traffic areas and annually in offices and secondary lobbies and corridors</u> |
| <input type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>Twice per year</u> <u>all interior and exterior and other glass surfaces</u> | Space <u>see 4.06 below</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> RESTROOM SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <u>see 4.06 below</u> | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>Annually</u> <u>shampoo carpets in corridors and lobbies and</u> <u>Every two years shampoo carpets in all offices and other non-public areas.</u> | | |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are from 8:00 am to 5:00 pm Monday through Friday. CBP's normal working hours are subject to change at the discretion of CBP upon written notice to the Lessor.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with Paragraph 2.14, Compliance with Applicable Law. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 MAINTENANCE OF PROVIDED FINISHES

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is no longer in "like new" condition. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every four (4) years.
2. Lessor shall perform cyclical repainting of the Premises every eight (8) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.

B. Carpet and flooring.

1. The Lessor shall repair or replace flooring at any time during the Lease term when:
 - (i) Backing or underlayment is exposed;
 - (ii) There are noticeable variations in surface color or texture;
 - (iii) Carpet has curls, upturned edges, or other noticeable variations in texture;
 - (iv) Tiles are loose; or,
 - (v) Tears or tripping hazards are present.
2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Premises every ten (10) years with a product which meets the requirements in the CBP Standards.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary, at the Lessor's expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents. Work shall be performed after the normal hours as established elsewhere in this Lease.

4.07 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information including bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by CBP to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with CBP. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to CBP or performing work under a CBP contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the CBP firewall and network must use session (or, alternatively, file) encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum:

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO in writing at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

4.08 INDOOR AIR QUALITY (SEP 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours' advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.09 HAZARDOUS MATERIALS (ON-AIRPORT) (SEP 2013)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

1. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program in accordance with 2.17, Failure in Performance.

4.10 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP Plan. The Plans, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

- A The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to the Premises. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system. Lessor compliance with sub-paragraphs below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
- C. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to the Premises.
- D. Upon request, the Lessor will notify the Government whether it will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Premises for a period greater than six (6) months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space or, in consultation with the Lessor, reasonably allow such employees, contractors, and subcontractors access to the Premises without such fingerprinting and background investigation if escorted at all times by a Lessor's contractor/personnel who has successfully undergone such fingerprinting and has a current background investigation.

MANUAL PROCESS

The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (LCO) (or the LCO's designated representative) within thirty (30) days from receipt of the forms.

ELECTRONIC PROCESS

- A. The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Management Electronic Questionnaire (e-QIP).
- B. The contractor/personnel will have up to seven (7) business days to login and complete the e-QIP for the background investigation.
- C. The contractor/personnel will be instructed to access the website, and will receive on screen instructions which include but are not limited to:
1. How to Log In;
 2. How to Answer and Create New Golden Questions;
 3. What Additional Documents to Send;
 4. How to Print and Sign two Signature Forms (Certification That My Answers Are True);
 5. How to complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process; and
 6. Where to Send.
- D. The Lessor must ensure prompt input, and timely receipt of the following, from its contractor/personnel:
1. Two (2) FBI Fingerprint Cards (Form FD-258) or one (1) card produced by a livescan device;
 2. Certification That My Answers Are True; and
 3. Authorization for Release of Information.
- E. The Lessor must ensure the LCO (or the LCO's designated representative) has all of the requested documentation to ensure the completion of the background investigation.
- F. Based on the information furnished, the Government will conduct background investigations of the contractor/personnel. The LCO will advise the Lessor in writing if a contractor/personnel fails the investigation, and, effective immediately, that individual will no longer be allowed to work or be assigned to work in the Premises. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.
- G. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Premises. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for contractors/personnel who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every contractor/personnel on a five

(5) year basis. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

5.02 SECURITY

The Lessor shall ensure that the Premises conform to Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

5.03 LIABILITY

- A. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et. seq.
- B. The Lessor shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance of the Premises.

5.04 AVAILABILITY OF FUNDS

In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 11, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available.

5.05 SOVEREIGN IMMUNITY

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity.

5.06 NO PRIVATE RIGHT OR BENEFIT CREATED

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.

Exhibit A

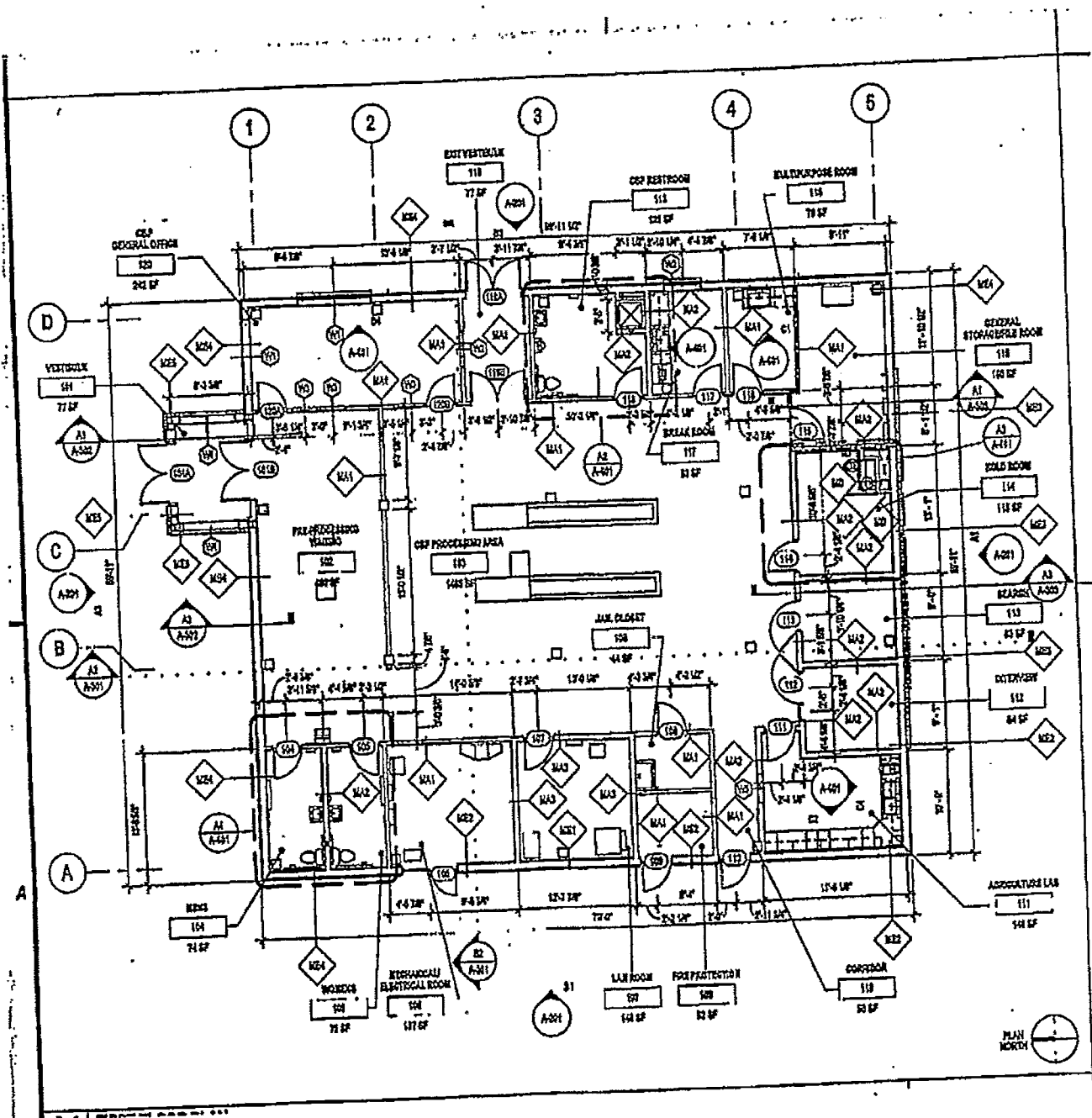


Exhibit C

| | | |
|--|--|--------------|
| ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property) | Request for Lease Proposals Number HSBP-7116-L-IN0352 | Dated |
|--|--|--------------|

Complete appropriate boxes, sign the form, and attach to offer.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form,
is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
 - (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that--
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit C

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is is not a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

| | | |
|--|------------------------------------|------------------|
| OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) | TELEPHONE NUMBER |
| Signature | | Date |

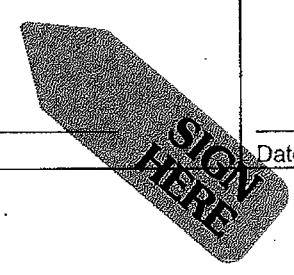
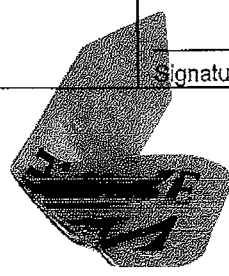


EXHIBIT D

**U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

This Memorandum of Agreement ("MOA") outlines the agreement between (Operator/Authority) and U.S Customs & Border Protection (CBP) in regards to the port sponsor's responsibility to reimburse CBP for costs related to providing information technology (IT) services at the below named location. The legal authority for CBP to enter into and require such an agreement is found at 8 U.S.C. § 1222-1225 and 1357; 6 U.S.C. § 231; 19 U.S.C. § 2, 482, 1433, 1434, 1448, 1449, 1461, 1459, 1463, 1467, 1499, 1552, 1581, 1644; and 19 C.F.R. §19, 113 and 122.

Operator/Authority: Griffiss International Airport/Oneida County
Location: 592 Hangar Road
Rome, NY 13441

ONEIDA COUNTY (COUNTY) RESPONSIBILITIES**Data and Cabling**

COUNTY will be responsible for the procurement and installation of all data cabling and electrical components required for connectivity of the Automated Data Processing (ADP) LAN, Data, Voice Communications Systems and IT equipment according to CBP Office of Information Technology (OIT) provided specifications. However, COUNTY must give CBP two weeks advance notice of all cable pulls so that CBP can be present and observe their installation.

Reimbursement of ADP LAN, Data, and IT Equipment Costs

COUNTY agrees to reimburse CBP for all ADP LAN, Data, and IT equipment and connectivity costs, including equipment ordering, installation, maintenance, and recurring costs relative to standing-up and maintaining continuous CBP operations for the General Aviation Facility (GAF) located at the Griffiss International Airport. Estimated ADP LAN, Data, and IT equipment costs total \$84,142 which includes a non-recurring cost of \$13,715 for CBP to procure the circuit. Attached is CBP OIT's Cost ROM that identifies the ADP LAN, Data, and IT equipment requirements for the GAF operations at the Griffiss International Airport for which the COUNTY will reimburse CBP.

The COUNTY will be billed for the costs of the ADP LAN, Data, IT equipment, the one-time and recurring charges for the network, and any required replacement equipment. Recurring out-year network charges for this Verizon Data Circuit are estimated at \$8,244 per year.

ADP LAN, Data, and IT Equipment Upgrades

Upgrades to the ADP LAN, Data, and IT equipment may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). COUNTY also agrees to reimburse CBP costs to upgrade ADP LAN, Data, and IT equipment. CBP will provide COUNTY at minimum a 180 days notice advance of required upgrades.

COUNTY Accounts Payable Information

COUNTY Tax Identification Number: - 15-6000460
 COUNTY Bill To Representative: Russell Stark, Commissioner of Aviation
 COUNTY Phone Number: 315-736-4171
 COUNTY Email Address: rstark@oogov.net
 COUNTY Address: Griffiss International Airport, 592 Hanger Road
Rome, NY 13441

COUNTY Voice Communications Services

COUNTY shall be responsible for ordering and funding the telephone equipment and services line(s) required to establish voice connectivity for the Griffiss GAF. These requirements are not included as cost to be reimbursed in the estimate, but for direct procurement, installation, and maintenance by the COUNTY and its vendor of choice. CBP will retain possession of the Voice Communications Systems equipment ordered, installed, maintained and funded by COUNTY including any monthly services and connectivity costs. COUNTY will ensure the continued connectivity of the telephone line(s) at the Griffiss GAF at no cost to CBP. CBP will transfer possession of all Voice Communications Systems equipment used in CBP operations and funded by the COUNTY for the GAF when CBP vacates the premises.

Payment Process

Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center (NFC). Upon receipt and installation of all equipment, the NFC will issue COUNTY a bill for the actual ADP LAN, Data, and IT equipment costs not to exceed \$84,142. The CBP NFC will also bill COUNTY 90-days prior to the due date for \$8,244 in recurring out-year network and connectivity charges owed, and any sums owed for future ADP LAN, Data, and IT equipment upgrades and replacements.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection against the COUNTY surety.

Equipment Ownership

COUNTY will retain ownership of all ADP equipment purchased by CBP and reimbursed by COUNTY for the Griffiss GAF. CBP will transfer possession of all ADP LAN, Data, and IT equipment used in CBP operations and reimbursed by the COUNTY for the GAF when CBP vacates the premises. Within one month (30-days) following installation and reimbursement, CBP OIT will deliver a list of Serial Numbers and/or other identification and warranty

information for COUNTY reimbursed ADP LAN, Data, and IT equipment to the BCPED as instructed below.

COUNTY ADP Equipment Administrator: Russell Stark/Arnie Hartman
COUNTY Email Address: rstark@ocgov.net; ahartman@ocgov.net
COUNTY Phone Number: 315-736-4171; 315-798-5822
COUNTY Ship to Address: Griffiss International Airport, 592 Hanger Road
Rome, NY 13441

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

The CBP OIT will be responsible for ordering and installing required data equipment and connection(s) from the GAF to the CBP National Data Center, and imaging, maintaining, and controlling all of the ADP LAN, Data, and IT equipment listed in the attached CBP OIT Cost ROM for the Griffiss GAF as required by CBP, the costs of which COUNTY shall reimburse CBP. The COUNTY will incur no additional costs or CBP OIT charged service fees for any required ADP LAN, Data, and IT equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.


Signature

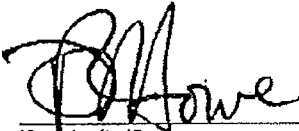
8/18/14
Date

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Nicholas M. Hartman

Anthony J. Picente Jr.,
Oneida County Executive

apicente@ocgov.net

315-798-5800


Randy J. Howe
Director Field Operations
Customs and Border Protection

8/18/14
Date

**U.S. Customs and Border Protection
Office of Information & Technology
User Fee Airport
Cost Sign-Off Document***

(*Actual costs will be derived from actual obligations)

This is a Rough Order of Magnitude Estimate.

Final costs will be determined once the network designs are completed

Site: **RMN008A-Griffies International Airport**

Date Prepared: **08/17/2014**

Preparer: **Thomas Foss**

| Line Item | Description | Qty | Unit Cost | Total |
|-----------|-------------|-----|-----------|-------|
|-----------|-------------|-----|-----------|-------|

Equipment Costs

| | | | | |
|---|---|---|-------------|-------------|
| 1 | <p>Cisco Catalyst 3750X 24-port POE+, Layer-3, Stackable Switch (BRAND NAME or EQUIVALENT) with:</p> <ul style="list-style-type: none"> *24-port Power over Ethernet Plus (PoE+), Layer-2 and Layer-3 capable, stackable access switch. The switch must have dual power redundancy and comply with the technical requirements below. If an alternate/equivalent device is proposed, the device shall provide the functionality provided by the line items identified in the detailed BOM. All switches shall come with 24x7 technical support and 4 hour replacement of faulty equipment. WS-3750X-24P or equivalent shall support: 24x 10/100/1000 Ethernet user access ports 2x 10 GE SFP+ / 4x 1 GE SFP uplinks Full IEEE 802.3at Power over Ethernet Plus (POE+) support with 30W power per port Transport IPv4 and IPv6 routing traffic in hardware 1:1 Nellow support on uplink ports. Support industry standard Interior routing protocols, to include OSPFv2 and OSPFv3 Layer 2 and Layer 3 Dual redundant, modular, hot-swappable power supplies and fans The ability to stack this switch with other similar switches (e.g., 3750 series) <p>ACL/Port ACL (PACL)/VLAN ACL (VACL) OSPF MD-5 authentication with a neighbor router Ability to assign IP addresses to individual ports Support /31 masking for point-to-point links per RFC 3021 Simple Network Management Protocol Version 3 (SNMPv3) TACACS+ and RADIUS Authentications Bridge Protocol Data Unit (BPDU) Guard Secure Shell Version 3 (SSHv3) IEEE 802.1X IEEE 802.1AE MACsec support in hardware for all ports including uplink ports IEEE 802.1AE MACsec support in software and fully licensed for all ports</p> <p>Virtual routing and forwarding (VRF)-Lite enables service provider to support two or more VPNs, with overlapping IP addresses. IP Services feature set is required. Virtual Router Redundancy Protocol (VRRP) Quality of Service (QoS), Class of Service (CoS), rate limiting, and Differentiated Service Code Point (DSCP)</p> | 1 | \$12,600.00 | \$12,600.00 |
|---|---|---|-------------|-------------|

| | | | | |
|---|--|---|-------------|-------------|
| | <p>Syelog with current date and time stamp Network Time Protocol (NTP) and/or Simple Network Time Protocol Version 4 (SNTPv4) Multicast routing in hardware Traffic storm control (broadcast/multicast suppression)</p> | | | |
| 2 | <p>Steelhead EXA 560M B020 with RIOS; License Steelhead EXA 560-M, 6Mbps, 350 connections; Steelhead EXA 560 Gold Support; Disc/Memory Support-xx60 EX560/760</p> | 1 | \$13,000.00 | \$13,000.00 |
| 3 | <p>SUA2200RM2U APC Smart-UPS, 1980 Watts / 2200 VA, Input 120V / Output 120V, Interface Port DB-9 RS-232, SmartSlot, Rack Height 2 U</p> | 1 | \$1,200.00 | \$1,200.00 |
| 4 | <p>Desktop (US-Visit Config); Standard Desk Requirements - Desktop or Minitower</p> | 1 | \$1,200.00 | \$1,200.00 |
| | <p>• Ships from factory preset to Energy Star 5.0 Cat A, B, C, or D rating.</p> <p>In accordance with Executive Order (E.O.) 13423, Part 23 of the Federal Acquisition Regulation (FAR), and Department of Homeland Security Management Directive 026-01, Sustainable Practices for Environmental, Energy and Transportation Management and Executive Order 13514 Federal Leadership in Environmental, Energy, and Economic Performance, Section 2(h)(i), requires agencies to promote "electronics stewardship" by</p> <ol style="list-style-type: none"> 1. Ensuring procurement preference for EPEAT-registered electronic products; 2. Establishing and implementing policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products; 3. Employing environmentally sound practices with respect to the agency's disposition of all agency excess or surplus electronic products; 4. Ensuring the procurement of Energy Star and FEMP designated electronic equipment; and 5. Implementing best management practices for energy-efficient management of servers and Federal data centers <p>Manufacturer must meet EPEAT Silver certification at a minimum with progress towards Gold certification. EPEAT Gold Certification is preferred.</p> <ul style="list-style-type: none"> • ATX, Micro-ATX, or BTX chassis, with Auto Sense power supply supporting 110V to 240V and motherboards uniquely designed to manage heat throughout the system. • Thermal-management technology using variable speed fans for additional cooling, while using less power and generating less noise. • Thermal Sensor — Measures the incoming ambient air temperature to appropriately control internal cooling and helps improve thermal reliability. <p>Dimensions: Maximum overall case dimensions in inches Slim/ Small line form factor: 13"H x 4"W x 14"D Office Worker Desktop: 16"H x 5"W x 14"D Power User Desktop: 16.5"H x 7.5"W x 17"D</p> <p>Power Supply:</p> <ul style="list-style-type: none"> • Certified Energy Star rating (Intel processor and AMD processor) — Standard for All Slim/ Small line form factor: Standard — Up to 255 PSU - Desktop form factor: Standard — 275 W PSU (up to 320W) Tower Workstation: Standard — 275W PSU (up to 320W) * <p>Processors: Standard for All</p> <ul style="list-style-type: none"> • Intel 4th generation Core i5, i7 Quad core, equivalent or better. Intel and AMD Chipset: Standard for All • Intel Q87 Express Chipset equivalent or better. * <p>Memory: Standard for All</p> <ul style="list-style-type: none"> • Minimum 8GB DDR3 with 2 empty usable memory slots available. | | | |

Hard Drive: Standard for All - Self-encrypting

- 3.5 Hard Drives minimum 500GB 7200 RPM SATA or
- Minimum 128GB Solid State Drive

Video Card: Standard for All

- Integrated Intel HD Graphics 4800, equivalent or better. *previously Integrated Intel HD Graphics 2600/4000 equivalent or better
- (2) Digital display out DVI or HDMI w/VGA & DVI Adapters for dual monitor support

Floppy Drive: Optional for All

- 3.5 Inch, 1.44MB, Floppy Drive (optional) Or External USB Floppy Drive as Needed (optional)

Optical Drive: Standard for All

- 16X DVD+/-RW minimum *8X minimum for slim line form factor only
- Capable of read/write for DVD and CD-ROM
- Blu-ray Writer Drive (optional)
- DVD+/-RW; DVD-ROM (optional)

Network Card: Standard for All

- Integrated NIC support 10/100/1000 MB/s
- Integrated 802.11 a/b/g/n PCIe Wireless NIC; *802.11ac optional
- Wake on LAN capable.

Power Management: Standard for All

- Able to set power on everyday or Weekdays at the time set in Auto Power Time.
- Able to set Low Power Consumption Mode on/off to conserve power.
- Able to set different Power Suspend Modes to conserve power (Monitor, CPU, Hard Drive).
- System can be powered up remotely from Power Suspend, Off, or Low Power Consumption Mode.

Sound Card: Standard for All

- Integrated Intel High Definition Audio

Keyboard and Mouse: Standard for All

- USB 104 Keyboard W/PIV Reader
- USB Optical Mouse

USB Connections: Standard for All

- Up to 10 USB connections on the unit
- 6 rear and 4 front recommended configuration on the unit
- USB 2.0 or better / USB 3.0 must be backward compatible

Expandable:

Slim/ Small line form factor: N/A

Office Worker Desktop: Standard

Power User Desktop: Standard

- Minimum 2 available, usable PCI slots to add optional cards as needed.
- Firewire Interface card may use one of these slots as needed.

Standard Ports: Standard For All

- RJ45
- Line out headphone/speaker
- (2) display ports; Dual VGA or DVI to dual VGA cable provided for dual monitor support
- Line In stereo/microphone
- Line out headphone/speaker

External Ports:

- Serial port (2 Optional)
- External SATA Port

Security: Standard for All

- Trusted Platform Module version 1.2 or greater required

Features: Standard for All

- BIOS flash upgrade capability must be provided.
- Desktop and smaller form factor workstation

- Toolless design case, all parts except motherboard can be serviced and swapped without tools. Power supplies, disks, cards, optical drives, fans all serviceable without tools.
 - Raid 0 or 1 for additional performance or data protection
 - Chassis intrusion switch (can notify helpdesk and logs when chassis is opened).
 - BIOS multi-level security settings, including Administrator password, System boot password, BIOS password.
 - Ability to store Asset tag or other tracking number in BIOS (this is in addition to the service tag stored in BIOS).
 - Ability to override password reset jumper (if machine is lost/stolen, can't just pull jumper to reset BIOS passwords).
 - Ability to integrate system management with in-house tools, including ability to remotely manage BIOS updates and BIOS settings.
 - LED diagnostic lights on front chassis to assist Helpdesk with diagnosis/Troubleshooting/service dispatch (bad DIMM, Hard disk, NIC, CPU, graphics card, BIOS, etc.)
- Services: Standard for All**
- 3 Years Basic Support: Next Business Day Parts and Labor Onsite Response.
 - Hardware Documentations, Manufacture Applications and Drivers provided via CD or DVD.
 - Hard Drive Retention Service (No RMA of failed drives)
 - Vendor must host their own manuals, drivers and applications for download. (No link to third party website).
 - Global service and support.
 - Must be able to provide roadmap review every 6 months.
- OEM Operating Systems: Standard for All**
- Support 32bit Windows 7 or greater
 - Capable of Win8 upgrade - *new requirement
- Core Applications on CBP Image to be loaded by CBP post Delivery: Standard for All**
- Windows 7 Service Pack 1
 - Internet Explorer 10 or greater - *previously 8
 - Microsoft Office 2007 Plus or greater
 - Office Communicator Lync 2010 or greater *previously 2007 R2
 - Live Meeting 2007
 - Office 2010 Group Policy configuration templates
 - Java 1.6 or greater
 - MSXML 4.0 SP3 or greater
 - Microsoft Silverlight 5.0 or greater
 - .NET Framework 4.0 or greater
 - Adobe Reader 10.0 or greater
 - Adobe Flash Player 11 or greater
 - Adobe Shockwave 11 or greater
 - Encase Client
 - BigFix Client 8 or greater
 - WinZip 14 or greater
 - HP Universal Printer Drivers
 - Printer Properties Pro 10.0 or greater
 - McAfee Agent 4.0 or greater

| | | | | |
|---|--|---|------------|------------|
| 5 | <p>Monitor: Dell 2009W 20-Inch Wide Screen Flat Panel 1680 X 1050 pixel resolution OR Equal 2000:1 contrast ratio • 5ms (black-to-white) response time for crisp images • Integrated speakers • Display privacy filter • 170degree horizontal and 180 vertical viewing angle • 5-year Advance Exchange Warranty</p> | 1 | \$200.00 | \$200.00 |
| 6 | <p>Desktop (US-Visit Config); Standard Desk Requirements - Desktop or Minitower</p> | 2 | \$1,200.00 | \$2,400.00 |
| | <p>• Ships from factory preset to Energy Star 5.0 Cat A, B, C, or D rating.</p> <p>In accordance with Executive Order (E.O.) 13423, Part 23 of the Federal Acquisition Regulation (FAR), and Department of Homeland Security Management Directive 026-01, Sustainable Practices for Environmental, Energy and Transportation Management and Executive Order 13514 Federal Leadership in Environmental, Energy, and Economic Performance, Section 2(h)(1), requires agencies to promote "electronic stewardship" by</p> <ol style="list-style-type: none"> 1. Ensuring procurement preference for EPEAT-registered electronic products; 2. Establishing and implementing policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products; 3. Employing environmentally sound practices with respect to the agency's disposition of all agency excess or surplus electronic products; 4. Ensuring the procurement of Energy Star and FEMP designated electronic equipment; and 5. Implementing best management practices for energy-efficient management of servers and Federal data centers <p>Manufacturer must meet EPEAT Silver certification at a minimum with progress towards Gold certification. EPEAT Gold Certification is preferred.</p> <ul style="list-style-type: none"> • ATX, Micro-ATX, or BTX chassis, with Auto Sense power supply supporting 110V to 240V and motherboards uniquely designed to manage heat throughout the system. • Thermal-management technology using variable speed fans for additional cooling, while using less power and generating less noise. • Thermal Sensor — Measures the incoming ambient air temperature to appropriately control internal cooling and helps improve thermal reliability. <p>Dimensions: Maximum overall case dimensions in inches Slim/ Small line form factor: 13"H x 4"W x 14"D Office Worker Desktop: 16"H x 6"W x 14"D Power User Desktop: 16.5"H x 7.5"W x 17"D</p> <p>Power Supply:</p> <ul style="list-style-type: none"> • Certified Energy Star rating (Intel processor and AMD processor) — Standard for All Slim/ Small line form factor: Standard — Up to 265 PSU - Desktop form factor: Standard — 275 W PSU (up to 320W) Tower Workstation: Standard — 275W PSU (up to 320W) * <p>Processors: Standard for All</p> <ul style="list-style-type: none"> • Intel 4th generation Core i5, i7 Quad core, equivalent or better. Intel and AMD Chipset: Standard for All • Intel Q87 Express Chipset equivalent or better, * <p>Memory: Standard for All</p> <ul style="list-style-type: none"> • Minimum 8GB DDR3 with 2 empty usable memory slots available. <p>Hard Drive: Standard for All - Self-encrypting</p> <ul style="list-style-type: none"> • 3.5 Hard Drives minimum 500GB 7200 RPM SATA or | | | |

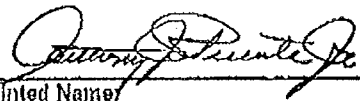
- Minimum 128GB Solid State Drive
- Video Card: Standard for All**
- Integrated Intel HD Graphics 4600, equivalent or better. *previously integrated Intel HD Graphics 2500/4000 equivalent or better
- (2) Digital display out DVI or HDMI w/VGA & DVI Adapters for dual monitor support
- Floppy Drive: Optional for All**
- 3.5 Inch, 1.44MB, Floppy Drive (optional) Or External USB Floppy Drive as Needed (optional)
- Optical Drive: Standard for All**
- 16X DVD+/-RW minimum *8X minimum for slim line form factor only
- Capable of read/write for DVD and CD-ROM
- Blu-ray Writer Drive (optional)
- DVD+/-RW; DVD-ROM (optional)
- Network Card: Standard for All**
- Integrated NIC support 10/100/1000 MB/s
- Integrated 802.11 a/b/g/n PCIe Wireless NIC; *802.11ac optional
- Wake on LAN capable.
- Power Management: Standard for All**
- Able to set power on everyday or Weekdays at the time set in Auto Power Time.
- Able to set Low Power Consumption Mode on/off to conserve power.
- Able to set different Power Suspend Modes to conserve power (Monitor, CPU, Hard Drive).
- System can be powered up remotely from Power Suspend, Off, or Low Power Consumption Mode.
- Sound Card: Standard for All**
- Integrated Intel High Definition Audio
- Keyboard and Mouse: Standard for All**
- USB 104 Keyboard W/PIV Reader
- USB Optical Mouse
- USB Connections: Standard for All**
- Up to 10 USB connections on the unit
- 6 rear and 4 front recommended configuration on the unit
- USB 2.0 or better / USB 3.0 must be backward compatible
- Expandable:**
- Slim/ Small line form factor: N/A**
- Office Worker Desktop: Standard**
- Power User Desktop: Standard**
- Minimum 2 available, usable PCI slots to add optional cards as needed.
- Firewire interface card may use one of these slots as needed.
- Standard Ports: Standard For All**
- RJ45
- Line out headphone/speaker
- (2) display ports; Dual VGA or DVI to dual VGA cable provided for dual monitor support
- Line in stereo/microphone
- Line out headphone/speaker
- External Ports:**
- Serial port (2 Required)
- External SATA Port
- Security: Standard for All**
- Trusted Platform Module version 1.2 or greater required
- Features: Standard for All**
- BIOS flash upgrade capability must be provided.
- Desktop and smaller form factor workstation

- Toolless design case, all parts except motherboard can be serviced and swapped without tools. Power supplies, disks, cards, optical drives, fans all serviceable without tools.
 - Raid 0 or 1 for additional performance or data protection
 - Chassis Intrusion switch (can notify helpdesk and logs when chassis is opened).
 - BIOS multi-level security settings, including Administrator password, System boot password, BIOS password,
 - Ability to store Asset tag or other tracking number in BIOS (this is in addition to the service tag stored in BIOS).
 - Ability to override password reset jumper (if machine is lost/stolen, can't just pull jumper to reset BIOS passwords).
 - Ability to integrate system management with in-house tools, including ability to remotely manage BIOS updates and BIOS settings.
 - LED diagnostic Lights on front chassis to assist Helpdesk with diagnosis/troubleshooting/service dispatch (bad DIMM, Hard disk, NIC, CPU, graphics card, BIOS, etc.)
- USVISA IEEE 1394a FireWire Card -PCI-Express**
IEEE 1394a FireWire card 2 ports
 Form Factor; Plug-in card - low profile; Interface (Bus) Type
 PCI Express x1; PCI Specification Revision; PCIe 1.0a
 Networking Connectivity Technology
 Wired; Data Link Protocol
IEEE 1394 (FireWire)
 Data Transfer Rate 400 Mbps
 Processor / Memory Processor
 2 x IEEE 1394 (FireWire) - 6 pin FireWire (external)
 Compatible Slots
 1 x PCI Express x1
- Services: Standard for All**
- 3 Years Basic Support: Next Business Day Parts and Labor Onsite Response.
 - Hardware Documentations, Manufacture Applications and Drivers provided via CD or DVD.
 - Hard Drive Retention Service (No RMA of failed drives)
 - Vendor must host their own manuals, drivers and applications for download. (No link to third party website).
 - Global service and support.
 - Must be able to provide roadmap review every 6 months.
- OEM Operating Systems: Standard for All**
- Support 32bit Windows 7 or greater
 - Capable of Win8 upgrade - *new requirement
- Core Applications on CBP Image to be loaded by CBP post Delivery: Standard for All**
- Windows 7 Service Pack 1
 - Internet Explorer 10 or greater - *previously 8
 - Microsoft Office 2007 Plus or greater
 - Office Communicator Lync 2010 or greater *previously 2007 R2
 - Live Meeting 2007
 - Office 2010 Group Policy configuration templates
 - Java 1.6 or greater
 - MSXML 4.0 SP3 or greater
 - Microsoft Silverlight 5.0 or greater
 - .NET Framework 4.0 or greater
 - Adobe Reader 10.0 or greater
 - Adobe Flash Player 11 or greater
 - Adobe Shockwave 11 or greater
 - Encase Client

| | | | | |
|----|---|---|------------|------------|
| | <ul style="list-style-type: none"> • BigFix Client 8 or greater • WinZip 14 or greater • HP Universal Printer Drivers • Printer Properties Pro 10.0 or greater • McAfee Agent 4.0 or greater | | | |
| 7 | Dell 2212h, 22 Inch w/Built In Privacy filter or Equal | 2 | \$350.00 | \$700.00 |
| | Dell Professional P2212H 21.5-inch Widescreen Monitor with LED - TAA Com Non-TAA Compliant : Dell AX510 UltraSharp and Professional Series Flat Panel Stereo SoundBarpliant and 3-Year Warranty PRIVACY FILTER 22IN WS UNFRAME FOR NETBOOK LAPTOP AND LCD | | | |
| 8 | LAN Room Lockable Enclosure Dell PowerEdge 2420 (Brand Name or equivalent) Rack 24U with doors and side panels, ground ship, NOT for A/C/HI. Three fixed rack equipment shelf with 2/4 post static rails, 1U; 1U Keyboard/Monitor/Mouse (KMM) and 17 Inch LCD, rapid rails, 3 year basic hardware warranty repair; 5x10 HW-only, 6x10 NDB onsite; no installation | 1 | \$2,448.00 | \$2,448.00 |
| 9 | L-Scan Guardian V (BRAND-NAME or EQUIVALENT) Dimensions 6" x 8" x 4.7" (162 mm x 162 mm x 120 mm) Weight 4.0 lbs. (1.8 kg) Sealed, rugged case with high tolerance for shock and vibration Rubber overmold for sure handling and shock absorption Lighted platen power status indicator Green illuminated plotograms guide the user through image capture Auto capture feedback through four LED lights indicating image quality Heated platen to eliminate condensation and halo effect Single cable IEEE 1394 Interface for data and power, 400 Mbits/s speed, OHCI compliant - no separate power supply needed . Accepts standard security cable Optional ambient light shield for use in direct sunlight. Firewire Interface Metal Plate and screws for bracket installation (Identifier Part A: 820098-002) | 2 | \$4,500.00 | \$9,000.00 |
| 10 | 3M E-Passport reader, Model AT800D (BRAND NAME or EQUIVALENT) | 2 | \$2,500.00 | \$5,000.00 |
| 11 | Microsoft HD-5000 WebCam | 2 | \$150.00 | \$300.00 |
| 12 | Color LaserJet 4026DN (duplex/network) up to 35ppm black or color printing, input capacity 800 pages standard, 1100 maximum, output capacity up to 500 pages; Hi-Speed USB 2.0 port; RJ-45 port (10/100/1000Base-TX); EIO slot Color printer for Supervisor Office | 1 | \$1,300.00 | \$1,300.00 |
| 13 | All-In-One Scanner/Printer - HP OfficeJet Pro 8600 Plus e-All-In-One Printer - N911g or equivalent All-In-One Scanner/Printer - HP OfficeJet Pro 8600 Plus e-All-In-One Printer - N911 or equivalent Base Product plus 4.3-inch (10.92 cm) touchscreen; ISO speeds up to 20/16 ppm; [6] legal-size scanning glass and a 60-page automatic document feeder for double-sided scanning. Standard (built-in Ethernet, WIFI 802.11b/g/n) Print, copy, scan, fax, Web 1 USB 2.0; 1 Host USB, 1 Ethernet; 2 RJ-11 modem ports; memory card slots Shielded | 1 | \$300.00 | \$300.00 |

| | | | | |
|---|---|----|-------------|--------------------|
| 14 | HP ScanJet Enterprise 7500 Flatbed Scanner with automatic document feeder (ADF), Hi-Speed USB cable, power adapter with power cord, CD-ROMs with software (HP Smart Document Scan Software, Nuance PaperPort, I.R.I.S. Reader Pro OCR, Kofax VirtualReScan Pro, HP TWAIN driver, EMC ISIS driver) | 1 | \$1,400.00 | \$1,400.00 |
| 15 | APC (Brand Name or Equivalent) Surge Protector, number of outlets - 6; Receptacle Style NEMA 5-15P; input: nominal input voltage 120V, frequency 60/60 HZ +/- 5 HZ (auto sensing), input connections NEMA 5-15P; maximum line current per phase 16Amps; Cord length 1.83 meters; surge protection and filtering; surge energy rating 400 Joules eP Joules Rating 1080 EMI/RFI noise rejection (100 kHz to 10 MHz) 20 dB peak current reduction mode 10kAmp peak current common mode 20 kAmps let through voltage rating <330 power strips for all workstations and printers | 6 | \$13.99 | \$83.94 |
| 16 | Cables To Go (Brand of equivalent) 2U (3.5Inch) Horizontal Cable Management Panel | 1 | \$34.99 | \$34.99 |
| 17 | Cables To Go (Brand of equivalent) 2U (3.5Inch) Cable management panel with 5 D-rings | 1 | \$34.99 | \$34.99 |
| 18 | Cables to Go 31372 8ft CAT 6 550 MHz Stranded Snagless Patch cables Blue | 10 | \$20.00 | \$200.00 |
| 19 | Cables to Go 29003 3ft CAT 6 550 MHz Stranded Snagless Patch cables Blue | 10 | \$20.00 | \$200.00 |
| 20 | Cables to Go 29008 7ft CAT 6 550 MHz Snagless Patch cables Blue | 10 | \$20.00 | \$200.00 |
| 21 | Cables to Go 29012 10ft CAT 6 550 MHz Snagless Patch cables Blue | 10 | \$17.99 | \$179.90 |
| 22 | Cables to Go 29018 14ft CAT 6 550 MHz Stranded Snagless Patch cables Blue | 2 | \$20.99 | \$41.98 |
| 23 | Cables To Go 22807 25ft CAT 6 550 MHz Stranded Snagless Patch cables Blue | 2 | \$29.99 | \$59.98 |
| 24 | 10% Cost Contingency for Equipment | 1 | \$5,198.48 | \$5,198.48 |
| Total Equipment Cost: | | | | \$67,183.26 |
| Circuit Costs: | | | | |
| 25 | Verizon T-1 Circuit Non Recurring Costs (Installation) | 1 | \$13,714.68 | \$13,714.68 |
| 26 | Circuit Special Construction Costs - Estimated | 1 | \$5,000.00 | \$5,000.00 |
| 27 | Verizon T-1 Monthly Recurring Costs | 12 | \$436.94 | \$5,243.28 |
| Total Annual Circuit Costs: | | | | \$23,957.87 |
| Travel / Installation Costs: | | | | |
| 28 | Travel for Data Engineers | 1 | \$3,000.00 | \$3,000.00 |
| Total Travel Costs: | | | | \$3,000.00 |
| TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES COSTS | | | | \$84,141.12 |
| Annual Maintenance and Service Costs: | | | | |
| 29 | Verizon T-1 Monthly Recurring Costs | 1 | \$5,243.28 | \$5,243.28 |
| 30 | Steelhead Riverbed EX-560L Annual Gold Support | 1 | \$3,000.00 | \$3,000.00 |
| Total Estimated Annual Maintenance and Service Costs | | | | \$8,243.28 |
| NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required. | | | | |
| Acceptance | | | | |

By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.

| | |
|---|-----------|
| Authorly Signature: | Date: |
|  | 8-18-2014 |
| Authorly Printed Name: | |
| Anthony J Picante Jr. | |
| Phone Number/Email Address: | |
| | |

OIT Reference #: RMN005A-OFO-14113C
Document Expiration Date: 09/16/2014

EXHIBIT E

**U.S. CUSTOMS AND BORDER PROTECTION
MEMORANDUM OF AGREEMENT**

USER FEE FACILITY PROGRAM

Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The purpose of this agreement is to designate the following location and its defined adjoining facilities as eligible for such services under the conditions set forth herein.

Facility Name: Griffiss International Airport
(RME) Location: 592 Hanger Rd., Suite 200
Rome, NY
13441 315-736-
4171

The above-named facility shall be considered to be the "person" using U.S. Customs and Border Protection services, as the term is applied in Section 236 of P.L. 98-573. In accordance with the requirements of Section 236(c) of the law, a determination has been made that the volume of business anticipated at the facility, and defined adjoining facilities, is insufficient to justify the availability of unreimbursable inspectional services.

U.S. CUSTOMS AND BORDER PROTECTION OFFICE LOCATION DEFINED

For purposes of determining reimbursable travel costs, identify the physical address of the proposed U.S. Customs and Border Protection office, if different from the location named above.

See Attachment for proposed location of the
CBP facility.

U.S. CUSTOMS AND BORDER PROTECTION LOCATIONS DEFINED

Specify below any other locations (other than the facility itself) at which U.S. Customs and Border Protection services would be expected: (i.e., define all adjoining or adjacent facilities, such as Foreign Trade Zones).

None

GEOGRAPHIC BOUNDARIES OF SERVICE DEFINED

Service may only be provided at the mutually agreed upon location listed below. A plate highlighting the service boundaries may also be attached.

See Attachment for proposed location of the
CBP facility.

FACILITY STANDARDS

Entities requesting U.S. Customs and Border Protection services must meet and maintain U.S. Customs and Border Protection facility standards. Facilities that fail to maintain Customs and Border Protection facility standards will be subject to a 120-day notice terminating this agreement. If applicable, an Agriculture Compliance Agreement must also be maintained.

U.S. CUSTOMS AND BORDER PROTECTION RESPONSIBILITIES

U.S. Customs and Border Protection has determined that at the time of the signing of this agreement one full-time officer(s) will be required at this facility. U.S. Customs and Border Protection services will be provided as specified below. Any service provided outside these hours may be subject to overtime and/or premium pay. The full cost of overtime service and/or premium pay will be paid by the facility and at the rates prescribed by Section 267 of Title 19, United States Code, as amended. In the event U.S. Customs and Border Protection has to provide a Customs and Border Protection Officer(s) to replace the regularly assigned officer(s) during the established shift by a temporary replacement due to sick leave, annual leave, transfer, travel, and/or training, then the facility agrees to bear any and all costs and expenses associated with such replacement including but not limited to transportation, relocation and/or per diem costs for personnel brought from other locations. The work schedule that has been agreed to is as follows:

Weekly Work Schedule Monday - Friday

Hours of Service from 08:30 a.m. until 5:00 p.m.

In the absence of required inspectional services, U.S. Customs and Border Protection may assign other duties to the officer at another location.

ADJUSTMENT TO LEVEL OF SERVICE

During circumstances that may arise, U.S. Customs and Border Protection reserves the right to adjust the level of service provided to address high alert security situations, special events or other circumstances as needed. Permission to land may be denied if sufficient personnel are not available. Billing adjustments will be made to reflect adjustments to the level of service.

FACILITY RESPONSIBILITIES

Base Fee

The facility agrees to reimburse U.S. Customs and Border Protection for the full-year cost of each officer. The base fee for each full-time officer is currently \$140,874 for the first year and \$123,438 for succeeding years. This amount is subject to change. All base salary changes will reflect the costs of services being provided which includes all salary and benefit costs, and all administrative overhead costs.

The facility agrees to pay all cost-of-living allowances, if applicable. Fees will be increased for all adjustments and changes in the rate of pay and allowances mandated by legislative and regulatory requirements.

Additional Fees

The facility agrees to reimburse all travel, transportation, relocation, and per diem costs incurred by U.S. Customs and Border Protection in performing regular inspectional duties or for personnel to be brought to the facility from other locations for internal control verifications, special enforcement activities, training, etc., as may be necessary. If authorized by law, relocation costs may be incurred by the facility authority upon termination of the MOA by either party.

The facility agrees to reimburse all ADP costs, including equipment purchase, installation, connectivity, maintenance and the cost of upgrading and replacing equipment on a schedule determined by U.S. Customs and Border Protection.

Payment of Fees

All of the above-mentioned expenses will be determined in accordance with generally accepted accounting principles and standards. The annual fee will be billed in quarterly installments. The initial payment is due 15 days prior to the service date of this agreement. Any cost-of-living allowance, travel, per diem, transportation, relocation, and any other variable expense will be collected after it is incurred, and will be invoiced as an adjustment to the next quarterly installment.

If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. In the event of termination, all costs incurred by U.S. Customs and Border Protection, which have not been reimbursed, will become immediately due and payable. Interest on unpaid fees will accrue based on current U.S. Treasury borrowing rates. The facility authority may file a protest under 19 U.S.C. §1514 for any charges it believes to be excessive or incorrectly included in the bill provided by U.S. Customs and Border Protection. Any protest must be filed within 180 days of receipt of the bill sent by U.S. Customs and Border Protection. If a protest is filed, the procedures set forth in 19 C.F.R. Part 174 must be followed.

Facilities

The facility authority requesting services must satisfy U.S. Customs and Border Protection facility standards before submission of this agreement. The standards are specified in the Airport Technical Design Standards for Passenger Processing, the Cruise Terminal Design Standards, the Physical Security policy of U.S. Customs and Border Protection and any applicable combination or revision. Prior to submission of this agreement, the U.S. Customs and Border Protection Field Office that oversees the facility will inspect the facility and verify whether the standards are met. Facilities that do not meet facility standards after initial approval will be subject to a 120-day

termination notice. U.S. Customs and Border Protection reserve the right to update the facilities standards as necessary.

Secure space must be provided for the U.S. Customs and Border Protection officer to inspect baggage and store seized items. The space provided to and occupied by U.S. Customs and Border Protection personnel must remain under the control of the facility that is entering into this agreement.

ADP Equipment

U.S. Customs and Border Protection have specific requirements for software, computers, printers, file servers, data cabling, and connectivity to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will be responsible for ordering and installing a frame relay data connection from your facility to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will develop the automated equipment configuration, determine the cost for this ADP equipment, and procure and install the ADP equipment based on the number of officers at this facility. The facility will be responsible for the procurement and installation of all data cabling components required for connectivity of the ADP equipment according to OIT provided specifications.

The facility will be billed for the purchase of the ADP equipment, the one-time charges for the network installation, and the annual recurring costs for equipment maintenance and network connectivity. This ADP equipment and network will be covered under U.S. Customs and Border Protection maintenance agreements. Equipment problems and network outages must be reported to the U.S. Customs and Border Protection Help Desk by the Port Director. Upgrades to the ADP equipment will be required on a schedule determined by U.S. Customs and Border Protection (every 3 years). The facility will retain ownership of this equipment.

Third Party Charges

If the facility seeks reimbursement by the individual users of the U.S. Customs and Border Protection services provided, for example air carriers, the facility agrees to set and periodically review its rates to ensure that they are in accord with the U.S. Customs and Border Protection services provided.

SERVICE DATE

Service will begin on a date determined by U.S. Customs and Border Protection. Billing will coincide with the actual start of service.

ANNUAL REVIEW OF AGREEMENT (MOA)

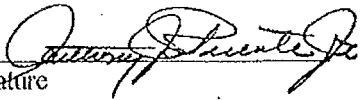
This agreement is subject to annual review. U.S. Customs and Border Protection will conduct an annual review of this agreement to ensure that the requirements are being met. U.S. Customs and Border Protection will issue a termination notice if the annual review indicates that the terms and requirements of this agreement are not being met.

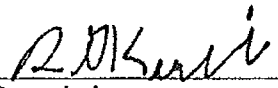
TERMINATION OF AGREEMENT

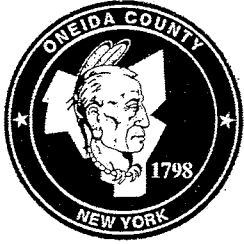
This agreement may be terminated by either party upon 120 days written notice for any reason. If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. If national security, defense, safety or other interests are at risk, as determined by the Port Director, the agreement may be terminated immediately without prejudice to the filing of a new application. Notice of termination will be provided in writing setting forth the reasons for such action. Any immediate termination may be appealed in writing within 30 days to the Director, Field Operations where the facility is located.

AUTHORIZATION (TWO COPIES WITH ORIGINAL SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.

Anthony J. Picone Jr. Co. Executive  12-2-14
Name and Title, ~~Port Authority~~ District County Signature Date

 3/3/2015
Commissioner Date
U.S. Customs and Border Protection



ONEIDA COUNTY BOARD OF ELECTIONS

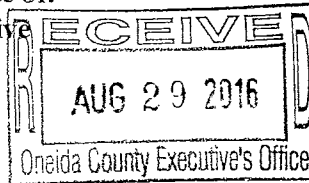
Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

Anthony J. Picente Jr.
County Executive

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

August 24, 2016



FN 20 16-310

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

GOVERNMENT OPERATIONS

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

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

WAYS & MEANS Date 8/30/16

Dear County Executive Picente:

A Resolution must be passed by the Board of Legislators fixing the rates for compensation for the Poll Site Coordinators and Inspectors for the 2017 Election Season as follows:

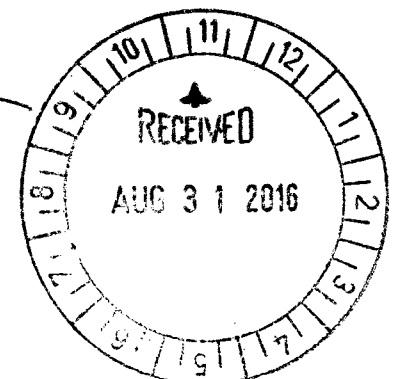
- Poll Site Coordinator – Primary \$150.00
- Inspector – Primary \$120.00
- AND
- Poll Site Coordinator – General \$200.00
- Inspector – General \$170.00.

We are requesting that a Resolution be passed fixing the rates as specified above for the 2017 Election Season.

Thank you.

Jordan S. Karp
Jordan S. Karp
Democratic Commissioner

Rose Marie Grimaldi
Rose Marie Grimaldi
Republican Commissioner





ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

August 24, 2016

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

FN 20 16-311

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Attached please find a Master Agreement for approval by the Board of Legislators with regard to a Temporary Use Agreement between Oneida County, through the Board of Elections, and School Districts in Oneida County, for the upcoming 2016-2017 School Elections.

Our office anticipates that we will be entering into Agreements with the following School Districts in the 2016-2017 school year; Adirondack, Camden, Clinton, Holland Patent, New Hartford, New York Mills, Oriskany, Remsen, Rome, Sauquoit, Utica, Westmoreland, Whitesboro, Vernon-Verona-Sherrill.

We are requesting that this Agreement be forwarded onto the Board for assignment to the appropriate Committee for approval and onto the Legislature for final approval.

Thank you for your anticipated cooperation.

Sincerely

Jordan S. Karp
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 9/7/16

Oneida Co. Department: Board of Elections

| | |
|--------------------|-------------|
| Competing Proposal | _____ |
| Only Respondent | _____ |
| Sole Source RFP | _____ |
| Other | _____X_____ |

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: Various School Districts

Title of Activity or Service: Master Temporary Use Agreement

Proposed Dates of Operation: 9/1/16 – 6/30/17

Client Population/Number to be served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Temporary Use Agreement between Oneida County through the Oneida County Board of Elections for services to be performed to various School Districts for the 2016-2017 School Elections.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: N/A – This is a revenue contract. School Districts will be paying the County \$650.00 per poll site.

Revenue Account #: A2215

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): Participating School Districts

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comment: This is a Master Temporary Use Agreement for all 2016-2017 School District contracts. The goods and services are paid for by the districts to the County.

TEMPORARY USE AGREEMENT

This AGREEMENT made this ____ day of _____, 201_, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its office and principal place of business located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "County", by and through its BOARD OF ELECTIONS, hereinafter referred to as the "BOE" and _____ INSERT _____ School District with its principal offices located at _____ INSERT _____, hereinafter referred to as the "User", collectively the "Parties".

WITNESSETH

WHEREAS, the User is holding an election and is seeking the assistance of the BOE in providing election services consisting of the provision and usage of voting machines, equipment, and supplies necessary to conduct voting operations, as well as assistance concerning voting operations; and

WHEREAS, pursuant to Section 3-224 of the New York State Election Law, the BOE may permit school districts within its County to use its voting machines and other equipment for the conduct of elections without charge, upon such other terms and conditions as shall be fixed by the BOE and be mutually agreed to by the Parties including payment for preparation of the machines and ancillary services; and

WHEREAS, the County and the User wish to enter into an agreement whereby the County shall provide election supplies and permit the User to temporarily use Optical Scan Voting Systems owned by the County for the User's election under the terms and conditions set forth herein; and

WHEREAS, the Board of County Legislators of Oneida County has approved this Agreement for use in elections occurring during the 2016-2017 school year;

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the Parties mutually agree and obligate themselves as follows:

1. TERM

1.1 The voting machines known as Optical Scan Voting Systems, equipment, supplies and/or other services, collectively referred to as "Voting Equipment and/or "Services", as described herein shall be provided by the County, through its BOE, to the User, for the User's Election to take place on _____ INSERT _____, 201_, from _____ INSERT _____ to _____ INSERT _____.

1.2 To the extent time limits are not already provided in this Agreement, the User shall comply with all of its pre-Election obligations no less than fifteen (15) days prior to the Election and User

further acknowledges that no changes shall be permissible beyond that date.

2. PAYMENT

- 2.1 The **County** shall permit the **User** to use the Optical Scan Voting Systems and Privacy Booths described in section 3.1. herein below free of charge.
- 2.2 The **User** shall pay to the **County** Six Hundred and Fifty Dollars and no cents (\$650.00) per poll site for the ancillary Voting Equipment/Services provided by the **County** and/or the **BOE** described in sections 3.2 through 3.6 herein below.
- 2.3 In the event that the **Parties** elect to have the **BOE** certify the **User's** election pursuant to section 3.7 herein below, the **User** shall pay to the **County** an additional fee of Three Hundred and Fifty Dollars and no cents (\$350.00).

3. VOTING EQUIPMENT AND SERVICES TO BE PROVIDED BY THE BOE

3.1 OPTICAL SCAN VOTING SYSTEMS AND PRIVACY BOOTHS

- 3.1.1 The **BOE** shall provide to the **User** INSERT Optical Scan Voting Systems, which shall include a Ballot Marking Device and Scanner, and INSERT privacy booths, per poll site, for said Election;

3.2 PREPARATION AND PROGRAMING OF OPTICAL SCAN VOTING SYSTEMS

- 3.2.1 The **BOE** shall program and prepare the Optical Scan Voting Systems as necessary for **User's** election.

3.3 PREPARATION AND TEST DECKING OF BALLOTS

- 3.3.1 The **BOE** shall prepare and test deck the ballots;
- 3.3.2 . The **User** shall be responsible for printing, payment and delivery of test ballots and final ballots. The **User** shall be responsible for proofing and approval of all ballots, which will be shipped to the **BOE** and secured in storage *prior* to the Election;
- 3.3.3 The **BOE** shall be responsible for the delivery of such ballots along with other Voting Equipment to the designated poll site(s);
- 3.3.4 All ballots are the property of the **User** and the **User** shall pick-up all ballots pertaining to their Election from the **BOE**.

3.4 IBUTTON GENERATION

- 3.4.1 The **BOE** shall generate iButtons. All iButtons shall be returned by the **User** to the **BOE**;
- 3.4.2 The **BOE** shall perform the test decking of the Optical Scan Voting System, to verify that the Optical Scan Voting System's election configuration and ballot configuration is correct and that the Optical Scan Voting System will accurately cast and count votes within each individual ballot configuration.

3.5 TECHNICAL ASSISTANCE/SERVICES

- 3.5.1 The **BOE** shall provide technical assistance/support for proper use of the Voting Equipment. Technical assistance/support shall be provided by the **BOE** staff only. Contact information for the technical assistance/support will be provided by the **BOE** in advance;
- 3.5.2 The **BOE** shall also provide telephone and email communication on Election Day for the **User** for administration of the Election.

3.6 DELIVERY AND PICKUP OF VOTING EQUIPMENT

- 3.6.1 The **BOE** shall deliver and pick up the Voting Equipment to the **User's** poll site(s) at a time arranged by the **BOE**;
- 3.6.2 The delivery shall be between the hours of 8:00 a.m. and 4:00 p.m, prior to Election Day; The **User** shall make access available to each poll site for the delivery by the **BOE**;
- 3.6.3 The **Parties** represent and acknowledge that Voting Equipment must be timely delivered to each polling place;
- 3.6.4 The dates for transporting Voting Equipment to and from polling places shall be determined by the **BOE**;
- 3.6.5 The **User** shall be required to meet a **BOE** representative at the time of delivery of the Voting Equipment at each poll site designated by **User** and is responsible for maintaining the Voting Equipment, in particular the Optical Scan Voting Systems and privacy booths, in a secure location.

3.7 CERTIFICATION OF ELECTION

- 3.7.1 The **BOE** SHALL NOT certify the **User's** election unless the **Parties** have mutually agreed that the **BOE** shall do so, as evidenced by the signature of both the County Executive (on behalf of the **County**) and the President of the Board of Education (on behalf of the **User**) in section 3.7.1.1 herein below, and nothing herein shall be construed as to require either party to elect this provision;
- 3.7.1.1 The **Parties** hereby mutually agree that the **BOE** shall certify the **User's** election and the **User** shall pay to the **County** the fee detailed in section 2.3 herein above;

For the **County**: _____
 Anthony J. Picente, Jr.
 County Executive

For the **User**: _____
 Print Name:
 President of the Board of Education

- 3.7.2 The Board of County Legislators of Oneida County has granted the County Executive

the authority to agree on behalf of the County to have the BOE certify the User's election pursuant to the terms and conditions herein.

4 VOTING EQUIPMENT AND SERVICES NOT INCLUDED IN THIS AGREEMENT

4.1 POLL BOOKS

- 4.1.1 The **User** shall be solely responsible for the ordering, printing and payment of poll books from NTS Data Services LLC, should they desire to utilize the same at their Elections;
- 4.1.2 The **User** shall be responsible for the printing and mailing of absentee ballots, legal notices as required by the Election Law, privacy sleeves, supply of pens/markers, voter sign-in list and supply bags.

4.2 RE-VOTE

- 4.2.1 Re-vote services are not included in this Agreement;
- 4.2.2 Should the budget fail to pass and a re-vote is required, within five (5) days of the original Election, the **User** shall contact the **BOE** in writing and request Voting Equipment and Services of the **BOE** for a re-vote, and the **BOE** shall, at its sole discretion, decide and advise the **User** if it is able to provide same. In such circumstances a separate contract with the **User**, under the same terms and conditions herein, shall be executed, and a separate fee shall be assessed;
- 4.2.3 The Board of County Legislators of Oneida County has approved this Agreement and authorized use of the same in the event of a re-vote during the 2016-2017 school year.

4.3 POLL SITE COORDINATOR(S)/ INSPECTOR(S)

- 4.3.1 The **User** shall be solely responsible for securing the services of Poll Site Coordinator(s) and Poll Site Inspector(s) for use during the election;
- 4.3.2 The **User** agrees to only utilize Poll Site Coordinator(s) and Poll Site Inspector(s) certified to properly handle and operate the Optical Scan Voting Systems by the **BOE** in accordance with Election Law, and the **User** shall make arrangements to assign the Inspectors(s) and/or Coordinator(s) at the **User's** designated poll site(s);
- 4.3.3 The Poll Site Coordinator(s) and/or Poll Site Inspector(s) shall not be considered employees of the **County** when performing services for the **User** pursuant to this Agreement, and the **User** shall be solely responsible for compliance with all relevant wage and labor laws in connection with services performed for **User** by the Poll Site Coordinator(s) and/or Poll Site Inspector(s);
- 4.3.4 The **User** shall be responsible for paying the standard **BOE** Poll Site Coordinator and Inspector rates detailed herein below directly to the Poll Site Coordinator(s) and Poll Site Inspector(s).
 - 4.3.4.1 The rates for a half-day, defined as services performed for up to nine (9) hours in a day, are as follows:
 - 4.3.4.1.1 One Hundred Fifty Dollars and no cents (\$150.00) for Poll Site Coordinators;

4.3.4.1.2 One Hundred Twenty Dollars and no cents (\$120.00) for Poll Site Inspectors;
4.3.4.2 The rates for a full-day, defined as services performed for nine (9) hours or more in a day, are as follows:

4.3.4.2.1 Two Hundred Dollars and no cents (\$200.00) for Poll Site Coordinators;

4.3.4.2.2 One Hundred Seventy Dollars and no cents (\$170.00) for Poll Site Inspectors;

4.3.5 The **User** shall ensure that the Poll Site Coordinator(s) and Poll Site Inspector(s) utilized by the **User** arrive at the poll site no less than forty-five (45) minutes before the start of the Election;

4.3.6 At the close of the polls, the Poll Site Coordinator(s) and/or Poll Site Inspector(s) shall print the results tape and read the results aloud. They shall also close and cover the Optical Scan Voting Systems. Neither the Poll Site Coordinator(s) and/or Poll Site Inspector(s) shall be responsible for any end of the night paperwork on behalf of the **User**. Once the machines are closed and covered, the Poll Site Coordinator(s) and/or Poll Site Inspector(s) shall leave the poll site together.

5 POLL SITE LOCATIONS

5.1 The **User** shall notify the **BOE** of the address of each poll site that will be utilized for the Election. The **User** is responsible for all poll-site use fees and for completion of use-site applications and assurances.

6 RETURN OF PROPERTY

8.1 The **User** shall be responsible for the care and custody of the Voting Equipment while it is in the **User's** possession;

8.2 The **User** shall be responsible for returning to the **BOE** all Optical Scan Voting Systems and privacy booths, and other nonexpendable Voting Equipment, in the same condition as they were in when provided to the **User** by the **BOE**;

8.3 The **User** shall be solely responsible for any and all damages to any such Voting Equipment that occur while the Voting Equipment is in the custody of **User**, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party and shall reimburse the **County** the cost of the same, including but not limited to repair or full replacement of the damaged Voting Equipment at the **County's** discretion;

8.4 The **BOE** shall not be liable for any Voting Equipment failures during the election, including the Optical Scan Voting Systems; nor shall it be liable for any costs incurred by the **User** as a result of such failures.

7 INDEMNIFICATION

7.1 The obligations of the **User** 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;

7.2 The **User** agrees that it shall defend, indemnify and hold harmless the **County** from and against all liability, damages, expenses, costs, (including, without limitation, attorneys' fees and expenses) caused

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 use of the Voting Equipment and/or Services, herein described, by User and its agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the User, or failure on the part of the User to comply with any of the covenants, terms or conditions of this Agreement;

7.3 The User shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, or to any other persons, 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 officers, employees, trustees, servants, or volunteers 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 User, its employees, officers, employees, trustees, agents, servants, or volunteers. The User shall be solely responsible for the safety and protection of all of its employees, volunteers, subcontractors or other agents whether due to the negligence, fault or default of the User or not.

8 INSURANCE REQUIREMENTS

8.1 As part of its obligation to indemnify, defend and hold harmless the County, its officers, agents, employees, as set forth above, the User agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below:

8.1.1 The User 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;

8.1.2 The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the User of any of the insurance requirements, nor decrease the liability of the User. The County reserves the right to require the User to provide insurance policies for review by the County;

8.1.2.1 Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the User's Commercial General 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 30 days prior written notice has been given to the County;

8.1.2.2 Commercial General Liability Insurance (CGL): The User agrees that it will, 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/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) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) annual aggregate. The User agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear.

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;

8.1.3 Excess/Umbrella Liability Insurance: The **User** agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) annual aggregate. The **User** agrees to have the **County** added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear. Umbrella coverage for such additional insured 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 insured other than the CGL, Auto Liability, and Employers Liability maintained by the **County**.

9. WAIVER OF SUBROGATION

9.1 The **User** 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 Commercial Umbrella Liability, maintained per requirements stated above.

10. CHOICE OF LAW/FORUM

10.1 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;

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

11. SEVERABILITY

11.1 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.

12. ENTIRE AGREEMENT

12.1 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;

12.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except in writing and signed by all **Parties**.

14. INCORPORATION BY REFERENCE

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

15. NON WAIVER

15.1 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.

16. AUTHORITY TO ACT/SIGN

16.1 The **User** hereby represents, warrants, personally guarantees 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 **User** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the **User**. No other action on the part of the **User** or any other person or entity, by law or otherwise, are necessary to authorize the **User** to enter into this Agreement, or to consummate the transactions contemplated herein.

17. ADVICE OF COUNSEL

17.1 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the day and year first above written.

COUNTY OF ONEIDA

BY: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

STATE OF NEW YORK)
SS:
COUNTY OF ONEIDA)

On this _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the State, personally appeared ANTHONY J. PICENTE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qualified in Oneida County
My Comm. Expires:_____

Approved:

By: _____
Merima Smajic,
Assistant Oneida County Attorney

Date: _____

ONEIDA COUNTY BOARD OF ELECTIONS

By: _____
JORDAN S. KARP
Democratic Commissioner of Elections

STATE OF NEW YORK)
SS:
COUNTY OF ONEIDA)

On this _____ day of _____, _____, in the year 20____, before me, the undersigned, a Notary Public in and for the State, personally appeared JORDAN S. KARP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qualified in Oneida County
My Comm. Expires:_____

ONEIDA COUNTY BOARD OF ELECTIONS

By: _____
ROSE MARIE GRIMALDI
Republican Commissioner of Elections

STATE OF NEW YORK)
SS:
COUNTY OF ONEIDA)

On this _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the State, personally appeared ROSE MARIE GRIMALDI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qualified in Oneida County
My Comm. Expires:_____

_____ SCHOOL DISTRICT

By: _____

Name:

President of the Board of Education

STATE OF NEW YORK)

SS:

COUNTY OF ONEIDA)

On this _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Qualified in Oneida County

My Comm. Expires:_____

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

FN 20 16-312

August 12, 2016

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

I am in receipt of a memorandum from Brian N. Scala, Deputy Commissioner of Highways, Bridges and Structures, requesting consideration and approval of the Agreements between the Cities of Rome and Sherrill and the Towns in Oneida County and the County of Oneida for the Control of Snow and Ice on County Roads for the 2016-2018 snow seasons.

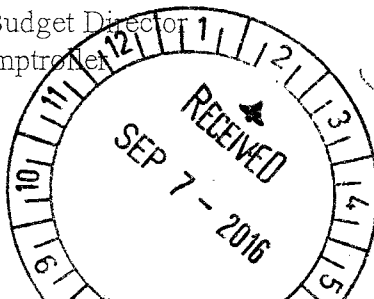
The attached spreadsheet is a "draft" raising the mile rate to \$6,000.00 making the total estimated cost for the 2016-2018 snow season \$3,088,560.00 based on anyone who plowed this year. Any other town that signs this new agreement will be compensated accordingly.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval and to the full Board for their consideration.

Sincerely,

Dennis S. Davis
Commissioner

cc: Thomas Keeler, Budget Director
Joe Timpano, Comptroller
File



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

Anthony J. Picente, Jr.
County Executive

Date 9/7/16

Oneida Co. Department: _____

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Municipalities in Oneida County

Title of Activity or Service: Snow and ice Control on County Roads – Agreement with participating municipalities.

Proposed Dates of Operation: November 1, 2016 – April 30, 2018

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** Cities and Towns to perform snow & ice control on Oneida County Roads per Agreements.

2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing**

Total Funding Requested: \$3,088,560.00

Account #: D5142.495

Oneida County Dept. Funding Recommendation: \$3,088,560.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% County

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal. Rate per mile is \$xxxx. Each participating municipality needs to bring their Agreement before their City/Town Board.

**AGREEMENT FOR THE CONTROL OF
SNOW AND ICE ON COUNTY ROADS**

THIS AGREEMENT, made this ____ day of _____, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, NY, hereinafter referred to as "County," and the City of _____, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office and place of business located at _____ hereinafter called "City", collectively, "Parties".

WHEREAS, the County is in need of snow and ice control and removal on the improved County road system located within the geographical boundaries of City; and

WHEREAS, General Municipal Law, Article 5-G, provides broad authority for municipal corporations and districts to enter into cooperative efforts with each other; and

WHEREAS, City hereby proposes to supply labor and equipment necessary to perform snow and ice control and removal; and

WHEREAS, the City Board of the City has adopted a resolution authorizing the City to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into this Agreement;

NOW THEREFORE, it is mutually agreed by the County and City that for the consideration hereinafter set forth, the City shall provide the snow and ice control and removal services described herein.

1. TERM

1.1 The term of this Agreement shall be from November 1, 2016 to April 30, 2018, to include yearly snow seasons as defined herein.

1.2 The "snow season" for purposes of this Agreement is defined as the months of November through April.

2. PERFORMANCE/SCOPE OF SERVICES

2.1 The schedule of County Roads that are affected by this Agreement are attached hereto and marked as **Exhibit A**. The Parties hereby agree that the Roads consist of XX.XX miles, as set forth in attached Exhibit A.

2.2 The City shall furnish all labor, equipment, materials, and supplies necessary for the performance of its duties under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

2.3 The City shall begin snow and ice control/removal operations at the beginning of a declared storm and continue operations until the storm ceases.

- 2.4 The City must maintain the pavement reasonably free from snow and ice as weather conditions will allow, including but not limited to removal of snow at intersections to improve sight distance and safety.
- 2.5 The City shall maintain the shoulders of the said Roads reasonably clear of snow and ice.
- 2.6 The City shall prevent the formation of snowdrifts and afford space for the safe plowing of the Roads.
- 2.7 The City shall provide sufficient and suitable equipment, materials and personnel to maintain this condition at all times.
- 2.8 The City will make every reasonable effort to eliminate slippery, and/or black ice conditions on the Roads, and will make every effort to ensure that the Roads, including but not limited to steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore traction for reasonable and safe use.
- 2.9 The City shall conduct the services at all times with maximum consideration being given to the movement of traffic and the safety of the traveling public. The type and condition of any equipment used in any part of the services shall be such that no injury to the Roads or its appurtenances, or to traffic shall result from its use.
- 2.10 The City shall secure all permits required to perform its duties under this Agreement and will comply with all applicable Federal, State, County and Municipal Laws, Rules, Ordinances and Regulations.
- 2.11 The City is familiar and is satisfied as to all applicable, relevant, and appropriate federal, state and local laws and regulations that may affect cost and performance of the services.
- 2.12 The City represents that the City is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The City shall use the City's best efforts to perform the services, such that the results are satisfactory to the County. The City shall be solely responsible for determining 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.
- 2.13 The City is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
- 2.14 The City may, at the City's own expense, employ or engage the services of subcontractors and/or partners as the City deems necessary to perform the services. Employees, subcontractors and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. The City shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.
- 2.15 The City acknowledges and agrees that the City and its employees, subcontractors and/or partners 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.

- 2.16 The City understands that prompt and ready completion of the services delineated under this Agreement is required by the County. The City shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.
- 2.17 The City shall perform all services in a good and workmanlike manner and shall be solely responsible for all services under this Agreement.
- 2.18 The City's supervisory personnel will regularly inspect the County Roads and the services performed by the City's employees, agents, servants and subcontractors. The City shall maintain at all times strict discipline among the City's employees, agents, servants and subcontractors and agrees not to employ for work under this Agreement any person unfit or without sufficient skills and experience to perform the services.
- 2.19 The County shall have the right to inspect the County Roads serviced at any time, although such inspection in no way relieves the City of its responsibility to comply with this section.
- 2.20 If the City observes that any requirement specified in this Agreement is at variance with any governing laws, ordinances, rules, regulations, permits or licenses, the City shall promptly notify the County in writing before incurring any further liability, expense, or obligation for the City or the County.
- 2.21 The City Highway Superintendent shall establish and maintain complete and accurate books, records, documents, accounts and daily reports of the City's snow and ice operations and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"), and shall make the same available upon request of the Oneida County Deputy Commissioner of Public Works, on forms provided by the County.

3. COMPENSATION

- 3.1 The County shall make four (4) payments to the City throughout the term of this Agreement as detailed herein.
- 3.2 For the 2016-2017 snow season, the County shall pay the City the sum of \$X,XX.XX per mile for a total of _____ miles, totaling \$XX,XX.XX, payable as \$XXX.XX per month (total cost divided by 6 months). Payments shall be made as follows:
- 3.2.1 The first payment for the 2016-2017 snow season shall be made on or about February 15, 2017. This payment shall cover services for the months of November, December and of January.
- 3.2.2 The second payment for the 2016-2017 snow season shall be made no later than May 1, 2017. This payment shall cover services for the months of February, March and April.
- 3.3 For the 2017-2018 snow season, the County shall pay the City the sum of \$X,XXX.XX per mile for a total of _____ miles, totaling \$XX,XXX.XX, payable as \$XXX.XX per month (total cost divided by 6 months). Payments shall be made as follows:
- 3.3.1 The first payment for the 2017-2018 snow season shall be made no later than February 15, 2018. This payment shall cover services for the months of November, December and of January.
- 3.3.2 The second payment for the 2017-2018 snow season shall be made on the final disappearance of snow and ice, and in any event no later than May 1, 2018. This payment shall cover services for the months of February, March and April.

3.3.3 Any change made to the payment rate as approved in the 2017 Oneida County Budget, by the Oneida County Board of Legislators shall automatically take effect January 1, 2017, and the Parties hereto agree to increase the rate for payment for the 2017-2018 snow season herein accordingly.

3.4 The County reserves the right to withhold payment under this Agreement due to City's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of the City to pay its subcontractors, (4) damage to the County roads and/or property, or (5) failure to carry out the services in accordance with the Agreement. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.5 The County shall not be liable for any late fees or fees for any interest in late payments.

4. EXECUTORY CLAUSE

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

5. NON ASSIGNMENT

5.1 The City agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his right, title or interest therein, or his power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

6. SUBCONTRACTS

6.1 A subcontractor is a person who has an agreement with the City to perform any of the services.

6.2 The City agrees to furnish the County, prior to the execution of this Agreement, with a list of names of subcontractors to whom the City proposes to award any portion of the services. All agreements between the City and subcontractors shall conform to the provisions of this Agreement, including all exhibits referenced.

6.3 The County shall be provided a copy of any and all agreement(s) between the City and any subcontractor(s) regarding the award of any portion of the services within ten (10) days of its final execution.

7. INDEMNIFICATION

7.1 The City agrees that it shall defend, indemnify and hold harmless the County 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 services of the City and its subcontractors, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts, or failure to act, or any default or negligence by the City and its subcontractors, or failure on the part of the City and its subcontractors to comply with any of the covenants, terms or conditions of this Agreement.

7.2 The City shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, subcontractors or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its 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 City, its officers, trustees, agents, servants, volunteers or subcontractors. The City shall be solely responsible for the safety and protection of all of its employees, volunteers, subcontractors or other agents whether due to the negligence, fault or default of the City or not.

8. INSURANCE REQUIREMENTS

8.1 As part of its obligation to indemnify, defend and hold harmless the County, its officers, agents, employees, as set forth above, the City agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

8.2 The City 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 New York State. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

8.3 **Commercial General Liability Insurance (CGL)** The City agrees that it will, 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/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) annual aggregate. The City agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear. 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.

8.3.1 Such insurance shall cover premises and operations liability, contractual liability, products/completed operations, and personal and advertising injury.

8.3.2 CGL Coverage shall be written on ISO Occurrence form CG00 01 1001 or a substitute form providing equivalent coverage. The County shall be included as an additional insured on the CGL, using ISO Additional Insured Endorsement CG 2010 1185 or a combination of ISO forms CG 2010 1001 and CG 2037 1001 or an equivalent coverage to the additional insured.

8.3.3 This insurance for the additional insured shall be as broad as the coverage provided for the named insured City.

8.4 **Automobile Liability Insurance:** The City agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the term of this Contract. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The City agrees to have the County added to

said insurance policy as a named additional insured, on a primary, non-contributory basis, as its interests may appear.

- 8.5 **Umbrella/Excess Liability Insurance** The City agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000) annual aggregate. The City agrees to have the County added to said insurance policy/policies as named additional insureds, on a primary, non-contributory basis, as their interests may appear. Umbrella coverage for such additional insured 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 insured other than the CGL, Auto Liability, and Employers Liability maintained by the County.
- 8.6 **Workers Compensation and Employers Liability Insurance:** The City agrees that it will, 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 Worker's Compensation Law.
- 8.7 If City fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the County, and their respective insurers, which would have otherwise been paid by the City's required insurance.
- 8.8 **Waiver of Subrogation** – City waives all rights against County and their agents, officers, directors and employees for recovery of damages to the extent these damage are covered by commercial general liability, business auto liability, umbrella/excess liability, or workers compensation & employers liability insurance maintained per requirements above.
- 8.9 **Notice of Change or Cancellation** – No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the County.
- 8.10 **Certificate of Insurance** - Prior to commencing the services described in this Agreement, City shall provide the County with a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the City's policy/policies.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1 It is expressly agreed that the relationship of the City to the County shall be that of an Independent Contractor. The City shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The City, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it 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.

- 9.2 The City and the County agree that the City is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- 9.3 The City shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- 9.4 The City acknowledges and agrees that neither the City, nor its employees, subcontractors and/or partners shall be eligible for any County employee benefits, including retirement membership credits.
- 9.5 The City shall be solely responsible for applicable taxes for all compensation paid to the City or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the City's self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's 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 of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The City shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- 9.6 The City 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.
- 9.7 If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the City's Independent Contractor status, it is agreed that both the County and the City 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.
- 9.8 The City agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

10. NOTICES

- 10.1 Any notice which the County may desire or is required at any time to give or serve on the City may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the City Highway Superintendent or City Supervisor's attention, or at such other address as shall have been last furnished in writing by City to County.
- 10.2 Any notice which City may desire or is required at any time to give or serve upon the County may be delivered personally at 6000 Airport Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to the Oneida County Department of Public Works Commissioner, 6000 Airport Road, Oriskany, NY 13424, or at such other address as shall have been last furnished in writing by County to City.

10.3 Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

11. TERMINATION

11.1 This Agreement may be terminated by County immediately for cause, or upon ten (10) days written notice without cause.

11.2 If this Agreement is terminated, City shall be entitled to compensation for services satisfactorily performed to the effective date of termination. Payment by the County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which City is entitled in the event of termination of the Agreement and City shall be entitled to no other compensation or damages and expressly waives same.

11.3 This Agreement may be terminated by the City upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill its obligations under this Agreement through no fault of the City.

12. NON WAIVER

12.1 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.

13. CHOICE OF LAW/FORUM

13.1 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.

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

14. CONFLICTS

14.1 The terms of this Agreement shall control over any conflicting terms in any referenced documents and/or exhibits.

15. SUCCESSORS/ASSIGNS

15.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

16. SEVERABILITY

16.1 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 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.

17. ENTIRE AGREEMENT

17.1 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.

17.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

17.3 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 one and the same instrument.

18. INCORPORATION BY REFERENCE

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

18.2 Exhibit B, Standard County Addendum, attached hereto, is deemed incorporated in this Agreement.

19. AUTHORITY TO ACT/SIGN

19.1 The City hereby represents, warrants, personally guarantees 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 City of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the City. No other action on the part of the City 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 City to enter into this Contract, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1 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, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

CITY OF

By:

By: Mayor

Anthony J. Picente, Jr.
Oneida County Executive

Print

Sign

Date: _____

Date: _____

COUNTY OF ONEIDA

By: Commissioner of Public Works

By:

Print

Sign

Dennis S. Davis
Commissioner, Oneida County DPW

Date: _____

Date: _____

APPROVED

By:

Merima Smajic
Assistant Oneida County Attorney

Date: _____

**AGREEMENT FOR THE CONTROL OF
SNOW AND ICE ON COUNTY ROADS**

THIS AGREEMENT, made this ____ day of _____, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, NY, hereinafter referred to as "County," and the Town of _____, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office and place of business located at _____ hereinafter called "Town", collectively, "Parties".

WHEREAS, the County is in need of snow and ice control and removal on the improved County road system located within the geographical boundaries of Town; and

WHEREAS, General Municipal Law, Article 5-G, provides broad authority for municipal corporations and districts to enter into cooperative efforts with each other; and

WHEREAS, Town hereby proposes to supply labor and equipment necessary to perform snow and ice control and removal; and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into this Agreement;

NOW THEREFORE, it is mutually agreed by the County and Town that for the consideration hereinafter set forth, the Town shall provide the snow and ice control and removal services described herein.

1. TERM

1.1 The term of this Agreement shall be from November 1, 2016 to April 30, 2018, to include yearly snow seasons as defined herein.

1.2 The "snow season" for purposes of this Agreement is defined as the months of November through April.

2. PERFORMANCE/SCOPE OF SERVICES

2.1 The schedule of County Roads that are affected by this Agreement are attached hereto and marked as **Exhibit A**. The Parties hereby agree that the Roads consist of XX.XX miles, as set forth in attached Exhibit A.

2.2 The Town shall furnish all labor, equipment, materials, and supplies necessary for the performance of its duties under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

2.3 The Town shall begin snow and ice control/removal operations at the beginning of a declared storm and continue operations until the storm ceases.

- 2.4 The Town must maintain the pavement reasonably free from snow and ice as weather conditions will allow, including but not limited to removal of snow at intersections to improve sight distance and safety.
- 2.5 The Town shall maintain the shoulders of the said Roads reasonably clear of snow and ice.
- 2.6 The Town shall prevent the formation of snowdrifts and afford space for the safe plowing of the Roads.
- 2.7 The Town shall provide sufficient and suitable equipment, materials and personnel to maintain this condition at all times.
- 2.8 The Town will make every reasonable effort to eliminate slippery, and/or black ice conditions on the Roads, and will make every effort to ensure that the Roads, including but not limited to steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore traction for reasonable and safe use.
- 2.9 The Town shall conduct the services at all times with maximum consideration being given to the movement of traffic and the safety of the traveling public. The type and condition of any equipment used in any part of the services shall be such that no injury to the Roads or its appurtenances, or to traffic shall result from its use.
- 2.10 The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable Federal, State, County and Municipal Laws, Rules, Ordinances and Regulations.
- 2.11 The Town is familiar and is satisfied as to all applicable, relevant, and appropriate federal, state and local laws and regulations that may affect cost and performance of the services.
- 2.12 The Town represents that the Town is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Town shall use the Town's best efforts to perform the services, such that the results are satisfactory to the County. The Town shall be solely responsible for determining 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.
- 2.13 The Town is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
- 2.14 The Town may, at the Town's own expense, employ or engage the services of subcontractors and/or partners as the Town deems necessary to perform the services. Employees, subcontractors and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. The Town shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.
- 2.15 The Town acknowledges and agrees that the Town and its employees, subcontractors and/or partners 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.

- 2.16 The Town understands that prompt and ready completion of the services delineated under this Agreement is required by the County. The Town shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.
- 2.17 The Town shall perform all services in a good and workmanlike manner and shall be solely responsible for all services under this Agreement.
- 2.18 The Town's supervisory personnel will regularly inspect the County Roads and the services performed by the Town's employees, agents, servants and subcontractors. The Town shall maintain at all times strict discipline among the Town's employees, agents, servants and subcontractors and agrees not to employ for work under this Agreement any person unfit or without sufficient skills and experience to perform the services.
- 2.19 The County shall have the right to inspect the County Roads serviced at any time, although such inspection in no way relieves the Town of its responsibility to comply with this section.
- 2.20 If the Town observes that any requirement specified in this Agreement is at variance with any governing laws, ordinances, rules, regulations, permits or licenses, the Town shall promptly notify the County in writing before incurring any further liability, expense, or obligation for the Town or the County.
- 2.21 The Town Highway Superintendent shall establish and maintain complete and accurate books, records, documents, accounts and daily reports of the Town's snow and ice operations and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"), and shall make the same available upon request of the Oneida County Deputy Commissioner of Public Works, on forms provided by the County.

3. COMPENSATION

- 3.1 The County shall make four (4) payments to the Town throughout the term of this Agreement as detailed herein.
- 3.2 For the 2016-2017 snow season, the County shall pay the Town the sum of \$X,XX.XX per mile for a total of _____ miles, totaling \$XX,XX.XX, payable as \$XXX.XX per month (total cost divided by 6 months). Payments shall be made as follows:
- 3.2.1 The first payment for the 2016-2017 snow season shall be made on or about February 15, 2017. This payment shall cover services for the months of November, December and of January.
- 3.2.2 The second payment for the 2016-2017 snow season shall be made no later than May 1, 2017. This payment shall cover services for the months of February, March and April.
- 3.3 For the 2017-2018 snow season, the County shall pay the Town the sum of \$X,XXX.XX per mile for a total of _____ miles, totaling \$XX,XXX.XX, payable as \$XXX.XX per month (total cost divided by 6 months). Payments shall be made as follows:
- 3.3.1 The first payment for the 2017-2018 snow season shall be made no later than February 15, 2018. This payment shall cover services for the months of November, December and of January.
- 3.3.2 The second payment for the 2017-2018 snow season shall be made on the final disappearance of snow and ice, and in any event no later than May 1, 2018. This payment shall cover services for the months of February, March and April.

3.3.3 Any change made to the payment rate as approved in the 2017 Oneida County Budget, by the Oneida County Board of Legislators shall automatically take effect January 1, 2017, and the Parties hereto agree to increase the rate for payment for the 2017-2018 snow season herein accordingly.

3.4 The County reserves the right to withhold payment under this Agreement due to Town's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of the Town to pay its subcontractors, (4) damage to the County roads and/or property, or (5) failure to carry out the services in accordance with the Agreement. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.5 The County shall not be liable for any late fees or fees for any interest in late payments.

4. EXECUTORY CLAUSE

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

5. NON ASSIGNMENT

5.1 The Town agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his right, title or interest therein, or his power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

6. SUBCONTRACTS

6.1 A subcontractor is a person who has an agreement with the Town to perform any of the services.

6.2 The Town agrees to furnish the County, prior to the execution of this Agreement, with a list of names of subcontractors to whom the Town proposes to award any portion of the services. All agreements between the Town and subcontractors shall conform to the provisions of this Agreement, including all exhibits referenced.

6.3 The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the services within ten (10) days of its final execution.

7. INDEMNIFICATION

7.1 The Town agrees that it shall defend, indemnify and hold harmless the County 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 services of the Town and its subcontractors, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts, or failure to act, or any default or negligence by the Town and its subcontractors, or failure on the part of the

Town and its subcontractors to comply with any of the covenants, terms or conditions of this Agreement.

7.2 The Town shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, subcontractors or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its 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 Town, its officers, trustees, agents, servants, volunteers or subcontractors. The Town shall be solely responsible for the safety and protection of all of its employees, volunteers, subcontractors or other agents whether due to the negligence, fault or default of the Town or not.

8. INSURANCE REQUIREMENTS

8.1 As part of its obligation to indemnify, defend and hold harmless the County, its officers, agents, employees, as set forth above, the Town agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

8.2 The Town 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 New York State. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

8.3 **Commercial General Liability Insurance (CGL)** The Town agrees that it will, 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/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) annual aggregate. The Town agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear. 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.

8.3.1 Such insurance shall cover premises and operations liability, contractual liability, products/completed operations, and personal and advertising injury.

8.3.2 CGL Coverage shall be written on ISO Occurrence form CG00 01 1001 or a substitute form providing equivalent coverage. The County shall be included as an additional insured on the CGL, using ISO Additional Insured Endorsement CG 2010 1185 or a combination of ISO forms CG 2010 1001 and CG 2037 1001 or an equivalent coverage to the additional insured.

8.3.3 This insurance for the additional insured shall be as broad as the coverage provided for the named insured Town.

8.4 **Automobile Liability Insurance**: The Town agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for

the term of this Contract. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Town agrees to have the County added to said insurance policy as a named additional insured, on a primary, non-contributory basis, as its interests may appear.

8.5 **Umbrella/Excess Liability Insurance** The Town agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000) annual aggregate. The Town agrees to have the County added to said insurance policy/policies as named additional insureds, on a primary, non-contributory basis, as their interests may appear. Umbrella coverage for such additional insured 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 insured other than the CGL, Auto Liability, and Employers Liability maintained by the County.

8.6 **Workers Compensation and Employers Liability Insurance**: The Town agrees that it will, 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 Worker's Compensation Law.

8.7 If Town fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the County, and their respective insurers, which would have otherwise been paid by the Town's required insurance.

8.8 **Waiver of Subrogation** – Town waives all rights against County and their agents, officers, directors and employees for recovery of damages to the extent these damage are covered by commercial general liability, business auto liability, umbrella/excess liability, or workers compensation & employers liability insurance maintained per requirements above.

8.9 **Notice of Change or Cancellation** – No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the County.

8.10 **Certificate of Insurance** - Prior to commencing the services described in this Agreement, Town shall provide the County with a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Town's policy/policies.

9. INDEPENDENT CONTRACTOR STATUS

9.1 It is expressly agreed that the relationship of the Town to the County shall be that of an Independent Contractor. The Town shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Town, in accordance with its status as an independent contractor,

covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it 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.

- 9.2 The Town and the County agree that the Town is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- 9.3 The Town shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- 9.4 The Town acknowledges and agrees that neither the Town, nor its employees, subcontractors and/or partners shall be eligible for any County employee benefits, including retirement membership credits.
- 9.5 The Town shall be solely responsible for applicable taxes for all compensation paid to the Town or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Town's self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's 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 of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Town shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- 9.6 The Town 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.
- 9.7 If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Town's Independent Contractor status, it is agreed that both the County and the Town 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.
- 9.8 The Town agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

10. NOTICES

- 10.1 Any notice which the County may desire or is required at any time to give or serve on the Town may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the Town Highway Superintendent or Town Supervisor's attention, or at such other address as shall have been last furnished in writing by Town to County.

10.2 Any notice which Town may desire or is required at any time to give or serve upon the County may be delivered personally at 6000 Airport Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to the Oneida County Department of Public Works Commissioner, 6000 Airport Road, Oriskany, NY 13424, or at such other address as shall have been last furnished in writing by County to Town.

10.3 Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

11. TERMINATION

11.1 This Agreement may be terminated by County immediately for cause, or upon ten (10) days written notice without cause.

11.2 If this Agreement is terminated, Town shall be entitled to compensation for services satisfactorily performed to the effective date of termination. Payment by the County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Town is entitled in the event of termination of the Agreement and Town shall be entitled to no other compensation or damages and expressly waives same.

11.3 This Agreement may be terminated by the Town upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill its obligations under this Agreement through no fault of the Town.

12. NON WAIVER

12.1 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.

13. CHOICE OF LAW/FORUM

13.1 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.

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

14. CONFLICTS

14.1 The terms of this Agreement shall control over any conflicting terms in any referenced documents and/or exhibits.

15. SUCCESSORS/ASSIGNS

15.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

16. SEVERABILITY

16.1 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 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.

17. ENTIRE AGREEMENT

17.1 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.

17.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

17.3 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 one and the same instrument.

18. INCORPORATION BY REFERENCE

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

18.2 Exhibit B, Standard County Addendum, attached hereto, is deemed incorporated in this Agreement.

19. AUTHORITY TO ACT/SIGN

19.1 The Town hereby represents, warrants, personally guarantees 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 Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Town. No other action on the part of the Town 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 Town to enter into this Contract, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1 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.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

TOWN OF ANNSVILLE

By:

By: Town Supervisor

Anthony J. Picente, Jr.
Oneida County Executive

Print

Sign

Date: _____

Date: _____

COUNTY OF ONEIDA

By: Town Highway Superintendent.

By:

Print

Sign

Dennis S. Davis
Commissioner, Oneida County DPW

Date: _____

Date: _____

APPROVED

By:

Merima Smajic
Assistant Oneida County Attorney

Date: _____

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

May 20, 2016

FN 20 16-313

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

PUBLIC WORKS

Dear County Executive Picente:

WAYS & MEANS

This is a request to consider an agreement between the County of Oneida and the Town of Paris for road striping for the 2016 season.

Attached is a copy of the unique agreement Oneida County will enter into with the Town of Paris. The terms of this agreement are an exception to those municipalities who utilize sharing of services. Oneida County will provide the striping for those designated roads in Paris, and in turn, that municipality will sweep or ditch County roads to offset some of the costs. The County will purchase the materials, provide the labor and will be reimbursed by the Town providing the ditching. Any change in miles being striped will adjust the cost of the ditching.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

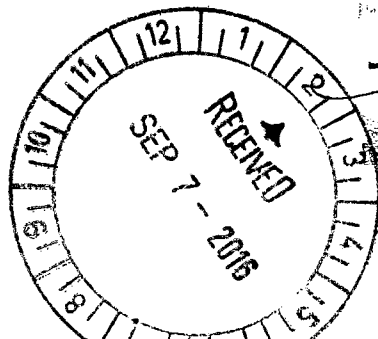
Dennis S. Davis
Commissioner
Department of Public Works

cc: County Attorney
Highways, Bridges & Structures

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

Anthony J. Picente, Jr.
County Executive

Date 9/7/16



Oneida Co. Department: Public Works – Highways & Bridges

| | |
|--------------------|--------------|
| Competing Proposal | _____ |
| Only Respondent | _____ |
| Sole Source RFP | _____ |
| Other | <u> X </u> |

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Paris
2580 Sulphur Springs Rd.
Sauquoit, New York 13456

Title of Activity or Service: Striping of various roads – Town of Paris

Proposed Dates of Operation: May 1, 2016 – Nov 1, 2016

Client Population/Number to be Served: Town Residents and those that travel town roads

Summary Statements

1) Narrative Description of Proposed Services

Painting centerline stripes and edge lines per Exhibit A provided from Town. Town will provide ditching & sweeping to help offset some of the total cost.

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

3) Program Design and Staffing: Labor will be provided by Oneida County.

Total Funding Requested: \$30,921.72 – Cost of striping
-\$16,798.74 – Cost of ditching/sweeping
\$14,122.98 – Revenue **Account # D1710**

Oneida County Dept. Funding Recommendation: Funds are revenue to the County

Proposed Funding Sources (Federal \$/ State \$/County \$): Town of Paris

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

AGREEMENT BETWEEN
ONEIDA COUNTY AND THE TOWN OF PARIS FOR PAVEMENT MARKING 2016

THIS AGREEMENT, made this 24th day of August, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "COUNTY" and the Town of Paris, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "TOWN," collectively, "Parties".

WHEREAS, the COUNTY proposes to perform striping on the improved Town road system located within the geographical boundaries of Town;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, COUNTY and TOWN agree as follows:

1. TERM:

1.1. The term of this Agreement shall be from May 1, 2016, to November 1, 2016.

2. SCOPE OF WORK:

- 2.1. The County shall perform work in the form of pavement marking and/or striping of improved Town road system (hereinafter referred to as the "Roads"), as outlined in attached **Exhibit A**. Exhibit A includes the Roads to be striped including the mileage, center line(s) and edge line(s) where the striping is to be performed by the County, hereinafter referred to as the "Work".
- 2.2. The Work shall consist of furnishing and placing white or yellow reflectorized paint pavement markings, center and edge lines in locations as identified in Exhibit A.
- 2.3. The County shall furnish machinery, materials and labor to perform said Work.
- 2.4. The Town shall be responsible for identifying the Roads including, but not limited to, center lines and edge lines, and determining the mileage of Town Roads under this Agreement.
- 2.5. All cleanup and disposal of solvents, residue, and the like shall be the responsibility of the County and shall be performed in accordance with all applicable federal, state and local requirements.
- 2.6. The County shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
- 2.7. In performing under this Agreement, all applicable governmental laws, regulations, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

3. PAYMENT:

- 3.1. The County shall be compensated for the Work consistent with the terms in attached **Exhibit B**.
- 3.2. The total cost of the material, labor and equipment to stripe ("Work") said Roads is approximately thirty thousand nine hundred twenty one dollars and seventy-two cents (\$30,921.72).

- 3.3. The Town agrees to sweep said Roads for 71 hours, for \$107.94 per hour for equipment pursuant to the current New York State Department of Transportation Equipment Rental Rates, as a partial payment to the County, to be subtracted from the total cost of striping.
 - 3.4. The Town also agrees to provide ditching labor for 29 hours of said Roads at a rate of \$315 per hour, per the Roadside Ditching Agreement between the Town of Paris and County of Oneida, as a partial payment to the County, to be subtracted from the total cost of striping.
 - 3.5. The total cost of ditching plus sweeping is calculated to be sixteen thousand seven hundred ninety-eight dollars and seventy-four cents (\$16,798.74). Therefore, the total remaining balance owed to the County by the Town of Paris for striping is calculated to be fourteen thousand one hundred twenty two dollars and ninety-eight cents (\$14,122.98).
 - 3.6. Should there be an increase or decrease in mileage, after the work commences in Exhibit A, the sweeping and/or ditching hours will be adjusted accordingly.
4. INDEMNIFICATION:
- 4.1. The County agrees that it shall defend, indemnify and hold harmless the Town from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the County and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the County or failure on the part of the County to comply with any of the covenants, terms or conditions of this Agreement.
 - 4.2. The County shall NOT be required to defend, indemnify and/or hold harmless the Town against claims alleging negligent acts of commission or omission attributable to the Town, including claims alleging negligent identification of the Roads by the Town including but not limited to information contained in Exhibit A, or claims alleging negligent design and/or signing of the Roads.
5. INDEPENDENT CONTRACTOR STATUS:
- 5.1. It is expressly agreed that the relationship of the County to the Town shall be that of an Independent Contractor. The County shall not be considered an employee of the Town for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The County, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Town by reason thereof and that he 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 Town.

6. NON ASSIGNMENT:

6.1. No assignment by either of the Parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the Parties until their written consent has been obtained.

7. SEVERABILITY CLAUSE:

7.1. 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 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.

8. NON WAIVER:

8.1. 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.

9. CHOICE OF LAW/FORUM:

9.1. 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.

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

10. ENTIRE AGREEMENT:

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

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

10.3. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

10.4. 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 one and the same instrument.

11. TERMINATION:

11.1. This Agreement may be terminated by either Party, for any reason, upon thirty (30) day's written notice. In such event, County shall be entitled to compensation as provided for herein for all services performed up to and including the date of termination.

12. AUTHORITY TO ACT/SIGN:

12.1. The Town hereby represents, certifies, and personally guarantees 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 Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town; no other action on the part of the Town 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 Town to enter into this Agreement, or to consummate the transactions contemplated herein.

13. ADVICE OF COUNSEL:

13.1 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.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

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

COUNTY OF ONEIDA

By: _____
Dennis S. Davis
Commissioner, Department of Public Works

TOWN OF PARIS

By: _____
James Christian
Town Supervisor

By: _____
James Canaguer
Highway Superintendent

APPROVED

By:

Merima Smajic
Assistant Oneida County Attorney

EXHIBIT A - 2016 Striping Agreement - Town/Village of - Paris

| ROAD NAME | FROM | TO | Miles | Center Line | Edge Line |
|-----------------|--------------------|-----------------|-------|-------------|-----------|
| Kelroe Rd | Holman City | Stone Rd | 1.02 | X | |
| King Rd | Holman City | Mohawk St. | .68 | X | |
| King Rd | Mohawk St. | Pinnacle Rd | 1.61 | X | |
| Kohler Rd. | Swenden Hill | Dead End | .63 | X | |
| Larson Rd. | Rt 8 | Summit Rd | 1.31 | X | X |
| Loughlin Rd | Mohawk St. | Edvard Rd | .85 | X | |
| Main St (N) | Rt 8 | Village line | .10 | X | X |
| Main St (S) | Village line | Rt 8 | .19 | X | X |
| Marshall Rd | Stone Rd | Town line | .63 | X | |
| Maxwell Rd | Mountain St. | Marshall line | .20 | X | |
| Mill Place | Pinnacle Rd. | Dead End | .58 | X | |
| Mohawk St. | Church Rd | Holman City Rd. | 3.53 | X | X |
| Morgan Rd. | Rt 8 | Reservoir Rd. | .34 | X | |
| Oacida St | Rt 8 | NH Town line | 2.60 | X | X |
| Orbard St. | Oacida St. | Butler Rd. | .13 | X | |
| Paris Green | Paris Hill | Old Rt. 12 | .18 | X | |
| Peasant View | Oacida St. | Valley Place | .07 | X | |
| Valley Place | Oacida St | Pleasant view | .18 | X | |
| Reservoir Rd. | Main St. Cassville | Sulphur Springs | 2.74 | X | |
| Swenden Hill Rd | Paris Green | Town line | 1.50 | X | X |
| Stone Rd. | Rt 8 | Holman City | 1.37 | X | X |
| Swenon Rd | Sulphur Springs | Ray Rd | .65 | X | |
| Tommy Rd | Doelittle Rd | State Rt. 12 | .92 | X | |

Paris 1. no

700 1-3

29.01 10.60

EXHIBIT B

MATERIAL COST FOR PAINTING 2016

MATERIAL COST FOR PAINT

| | |
|---|----------|
| PER GALLON COST FOR YELLOW PAINT | \$8.80 |
| PER GALLON COST FOR WHITE PAINT | \$8.55 |
| BEAD COST PER POUND | \$0.2982 |
| EQUIPMENT COST PER HOUR | \$115.32 |
| LABOR COST PER HOUR | \$189.41 |
| (2-PERSONNEL IN STRIPPER, 2-PERSONNEL IN CONE TRUCK, 1-PERSON IN FOLLOW TRUCK, 1-PERSON IN MARKOUT TRUCK = \$122.20 + FRINGE = \$67.21 = \$189.41) | |

COST PER MILE FOR CENTER

| | | |
|---|----------|-----------------|
| 26 GALLONS YELLOW PAINT PER MILE @ \$8.80 | = | \$228.80 |
| 6 LBS BEADS PER GALLON = 156 LBS @ \$0.2982 | = | \$ 46.52 |
| EQUIPMENT COST | = | \$115.32 |
| PERSONNEL COST | = | <u>\$189.41</u> |
| TOTAL COST PER MILE CENTER LINE | = | \$580.05 |

COST PER MILE FOR EDGE LINE

| | | |
|---|----------|-----------------|
| 22 GALLONS WHITE PAINT PER MILE @ \$8.55 | = | \$188.10 |
| 6 LBS BEADS PER GALLON = 132 LBS @ \$0.2982 | = | \$ 39.36 |
| EQUIPMENT COST | = | \$115.32 |
| PERSONNEL COST | = | <u>\$189.41</u> |
| TOTAL COST PER MILE EDGE LINE | = | \$532.19 |

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

May 20, 2016

FN 20 16-314

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

PUBLIC WORKS

Dear County Executive Picente:

WAYS & MEANS

This is a request to consider an agreement between the County of Oneida and the Towns of Marcy for road striping for the 2016 season.

Attached is a copy of the unique agreement Oneida County will enter into with the Town of Marcy. The terms of this agreement are an exception to those municipalities who utilize sharing of services. Oneida County will provide the striping for those designated roads in Marcy, and in turn, that municipality will ditch County roads to offset some of the costs. The County will purchase the materials, provide the labor and will be reimbursed by the Town.. Any change to the miles being striped will adjust the cost of the ditching.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner
Department of Public Works

cc: County Attorney
Highways, Bridges & Structures

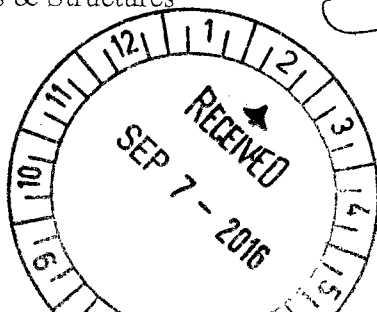
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive



Date

9/7/16



Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Marcy
8801 Paul Becker Rd
Marcy, NY 13403

Title of Activity or Service: Pavement Marking Agreement

Proposed Dates of Operation: May 1-November 1, 2016

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services

Painting centerline and edge lines per Exhibit A provided from Town. Town will provide ditching to help offset some of the total cost.

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

3) Program Design and Staffing: Labor will be provided by Oneida County

Total Funding Requested: \$15,752.01—cost of striping
\$ 8,410.50—cost of ditching
\$ 7,341.51—Revenue **Account #D1710**

Oneida County Dept. Funding Recommendation: Funds are revenue to the County

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A (Revenue)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

AGREEMENT BETWEEN ONEIDA COUNTY AND THE TOWN OF MARCY FOR
ONEIDA COUNTY – TOWN/VILLAGE PAVEMENT MARKING AGREEMENT 2016

THIS AGREEMENT, made this 18th day of August, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "COUNTY" and the TOWN OF MARCY, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "TOWN," collectively, "Parties".

WHEREAS, the COUNTY proposes to perform striping on the improved Town road system located within the geographical boundaries of Town;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, COUNTY and TOWN agree as follows:

1. TERM:

1.1. The term of this Agreement shall be from May 1, 2016, to November 1, 2016.

2. SCOPE OF WORK:

2.1. The County shall perform work in the form of pavement marking and/or striping of improved Town road system (hereinafter referred to as the "Roads"), as outlined in attached Exhibit A. Exhibit A includes the Roads to be striped including the mileage, center line(s) and edge line(s) where the striping is to be performed by the County, hereinafter referred to as the "Work".

2.2. The Work shall consist of furnishing and placing white or yellow reflectorized paint pavement markings, center and edge lines in locations as identified in Exhibit A.

2.3. The County shall furnish machinery, materials and labor to perform said Work.

2.4. The Town shall be responsible for identifying the Roads including, but not limited to, center lines and edge lines, and determining the mileage of Town Roads under this Agreement.

2.5. All cleanup and disposal of solvents, residue, and the like shall be the responsibility of the County and shall be performed in accordance with all applicable federal, state and local requirements.

2.6. The County shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.

2.7. In performing under this Agreement, all applicable governmental laws, regulations, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

3. PAYMENT:

3.1. The COUNTY shall be compensated for the Work consistent with the terms in attached **Exhibit B**.

3.2. The total cost of the material, labor and equipment to stripe said Roads is fifteen thousand seven hundred fifty-one dollars and ninety-six cents (\$15,751.96) for Striping in the Town of Marcy per the mileage depicted on Exhibit A. The TOWN agrees to ditch said Roads for a calculated amount of 26.7 hours at a rate of \$315.00 per hour, per the Town of Marcy and Oneida County Roadside Ditching Agreement, as a partial payment to the COUNTY to be subtracted from the cost of striping. The total cost of Ditching is calculated to be eight thousand four hundred ten dollars and fifty-cents (\$8,410.50). Therefore, the total remaining balance owed to the County by the Town of Marcy for striping is calculated to be seven thousand three hundred forty-one dollars and forty-six cents (\$7,341.46).

3.3. The price for the striping shall be an amount per mile agreed to by the Parties hereto as set forth on Exhibit B.

3.4. Should there be an increase or decrease in mileage after work commences in Exhibit A, the ditching hours will be adjusted accordingly.

4. INDEMNIFICATION:

4.1. The County agrees that it shall defend, indemnify and hold harmless the Town from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the County and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the County or failure on the part of the County to comply with any of the covenants, terms or conditions of this Agreement.

4.2. The County shall NOT be required to defend, indemnify and/or hold harmless the Town against claims alleging negligent acts of commission or omission attributable to the Town, including claims alleging negligent identification of the Roads by the Town including but not limited to information contained in Exhibit A, or claims alleging negligent design and/or signing of the Roads.

5. INDEPENDENT CONTRACTOR STATUS:

5.1. It is expressly agreed that the relationship of the County to the Town shall be that of an Independent Contractor. The County shall not be considered an employee of the Town for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The County, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Town by reason thereof and that he 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 Town.

6. NON ASSIGNMENT:

6.1. No assignment by either of the Parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the Parties until their written consent has been obtained.

7. SEVERABILITY CLAUSE:

7.1. 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 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.

8. NON WAIVER:

8.1. 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.

9. CHOICE OF LAW/FORUM:

9.1. 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.

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

10. ENTIRE AGREEMENT:

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

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

10.3. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

10.4. 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 one and the same instrument.

11. TERMINATION:

11.1. This Agreement may be terminated by either Party, for any reason, upon thirty (30) day's written notice. In such event, COUNTY shall be entitled to compensation as provided for herein for all services performed up to and including the date of termination.

12. AUTHORITY TO ACT/SIGN:

12.1. The Town hereby represents certifies, warrants and personally guarantees 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 Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town; no other action on the part of the Town 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 Town to enter into this Agreement, or to consummate the transactions contemplated herein.

13. ADVICE OF COUNSEL:

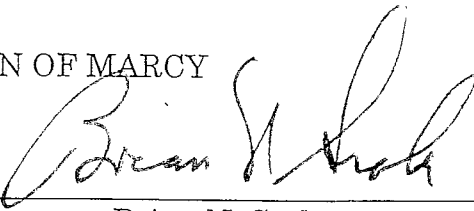
13.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

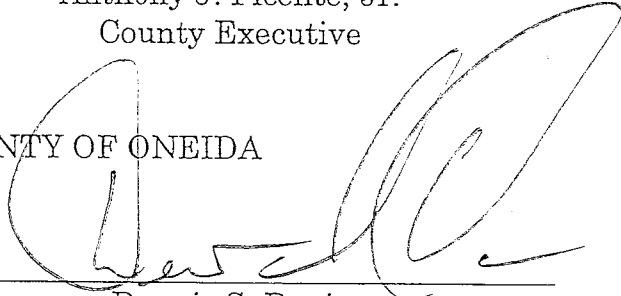
COUNTY OF ONEIDA

TOWN OF MARCY

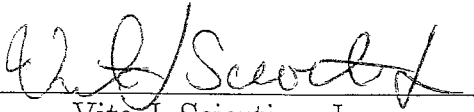
By: _____
Anthony J. Picente, Jr.
County Executive

By: 

Brian N. Scala
Town Supervisor

COUNTY OF ONEIDA
By: 

Dennis S. Davis
Commissioner, Department of Public
Works

By: 

Vito J. Sciortino, Jr.
Highway Superintendent

APPROVED

By: _____
Merima Smajic
Assistant Oneida County Attorney

EXHIBIT A - 2016 Striping Agreement - Town/Village of - Mary

| ROAD NAME | FROM | TO | Miles | Center Line | Edge Line | |
|------------------|------------------|------------------|-------------|-------------|-----------|----------------------|
| Toby Road | Cavanagh | Fox Road | 1.73 | ✓ | ✓ | |
| Little Road | Glassfactory Rd. | Fox Road | 1.81 | ✓ | | |
| Hillside Terrace | Glassfactory Rd. | Cleanview Hgts. | .39 | ✓ | | |
| Cleanview Hgts | Glassfactory Rd. | Hillside Terrace | .24 | ✓ | | |
| Alda Rd | Trenton Rd. | Stage Rd. | .20 | ✓ | | |
| Ridgecrest Rd | Trenton Rd. | Stage Rd. | .39 | ✓ | | |
| Miller Rd | Trenton Rd. | Stage Rd. | .46 | ✓ | | |
| Stage Rd. | Trenton Rd. | Town Line | 1.61 | ✓ | | |
| Woods Rd. | Stage Rd. | Mallory Rd. | .75 | ✓ | | |
| Ray Rd | Cavanagh Rd. | Morgan Rd. | .70 | ✓ | | |
| River Rd | NYS Rt. 291 | Mary/Htra line | 2.58 | ✓ | ✓ | extre wide turn lane |
| Magnard Drive | River Rd. | River Rd. | 1.19 | ✓ | | |
| Morns Rd | Morgan Rd. | Magnard Drive | 2.52 | ✓ | | |
| Ronald Place | Morns Rd. | Linda Drive | .06 | ✓ | | |
| Linda Drive | Morns Rd. | Dead end | .42 | ✓ | | |
| Lois Ave | Morns Rd. | Jerry Rd. | .06 | ✓ | | |
| Jerry Rd | Morns Rd. | Lois Ave | .18 | ✓ | | |
| Dorothy Dr. | Morns Rd. | Dead end | .17 | ✓ | | |
| Hayes Rd. | Cavanagh Rd. | NYS Rt 291 | 2.16 | ✓ | | |
| Kennedy Rd. | Cavanagh Rd. | Hayes Rd. | 1.03 | ✓ | | |
| Dual Barber Rd | Cavanagh Rd. | NYS Rt 291 | 1.64 | ✓ | | |
| Insh Rd | Fox Rd. | NYS Rt. 291 | 1.88 | ✓ | | |
| | | | 22.11 | 22.11 | 5.5 | |
| | | | \$18,824.11 | \$2,927.10 | | \$15,752.01 |

EXHIBIT A - 2016 Striping Agreement - Town/Village of - Marey

| ROAD NAME | FROM | TO | Miles | Center Line | Edge Line | |
|------------------|------------------|-------------------|-------|-------------|-----------|----------------------|
| Toby Road | Canaanville | Fox Road | 1.73 | ✓ | ✓ | |
| 44th Road | Glass Factory Rd | Fox Road | 1.81 | ✓ | | |
| Hillside Terrace | Glass Factory Rd | Cleanview Hgts. | .39 | ✓ | | |
| Cleanview Hgts | Glass Factory Rd | Hillside Terrace | .24 | ✓ | | |
| Alida Rd | Trenton Rd | Stage Rd | .20 | ✓ | | |
| Ridgecrest Rd | Trenton Rd | Stage Rd | .39 | ✓ | | |
| Miller Rd | Trenton Rd | Stage Rd | .40 | ✓ | | |
| Stage Rd | Trenton Rd | Town Line | 1.61 | ✓ | | |
| Woods Rd | Stage Rd | Mallory Rd | .75 | ✓ | | |
| Roy Rd | Canaanville Rd | Morgan Rd | .70 | ✓ | | |
| River Rd | NYS Rt 291 | Marcy/Litica line | 2.58 | ✓ | ✓ | extra wide turn lane |
| Magnard Drive | River Rd | River Rd | 1.19 | ✓ | ✓ | |
| Morris Rd | Morgan Rd | Magnard Drive | 2.52 | ✓ | | |
| Ronald Place | Morris Rd | Linda Drive | .06 | ✓ | | |
| Linda Drive | Morris Rd | Dead end | .42 | ✓ | | |
| Lois Ave | Morris Rd | Terry Rd | .06 | ✓ | | |
| Terry Rd | Morris Rd | Lois Ave | .18 | ✓ | | |
| Dorothy Dr | Morris Rd | Dead end | .17 | ✓ | | |
| Hoyes Rd | Canaanville Rd | NYS Rt 291 | 2.16 | ✓ | | |
| Kennedy Rd | Canaanville Rd | Hoyes Rd | 1.03 | ✓ | | |
| Paul Barker Rd | Canaanville Rd | NYS Rt 291 | 1.64 | ✓ | | |
| Fish Rd | Fox Rd | NYS Rt. 291 | 1.88 | ✓ | | |
| | | | 2.11 | 22.11 | 5.5 | |

EXHIBIT B

MATERIAL COST FOR PAINTING 2016

MATERIAL COST FOR PAINT

| | |
|---|----------|
| PER GALLON COST FOR YELLOW PAINT | \$8.80 |
| PER GALLON COST FOR WHITE PAINT | \$8.55 |
| BEAD COST PER POUND | \$0.2982 |
| EQUIPMENT COST PER HOUR | \$115.32 |
| LABOR COST PER HOUR | \$189.41 |
| <u>(2-PERSONNEL IN STRIPPER, 2-PERSONNEL IN CONE TRUCK, 1-PERSON IN FOLLOW TRUCK, 1-PERSON IN MARKOUT TRUCK = \$122.20 + FRINGE = \$67.21 = \$189.41)</u> | |

COST PER MILE FOR CENTER

| | | |
|---|---|-----------------|
| 26 GALLONS YELLOW PAINT PER MILE @ \$8.80 | = | \$228.80 |
| 6 LBS BEADS PER GALLON = 156 LBS @ \$0.2982 | = | \$ 46.52 |
| EQUIPMENT COST | = | \$115.32 |
| <u>PERSONNEL COST</u> | = | <u>\$189.41</u> |
| TOTAL COST PER MILE CENTER LINE | = | \$580.05 |

COST PER MILE FOR EDGE LINE

| | | |
|---|---|-----------------|
| 22 GALLONS WHITE PAINT PER MILE @ \$8.55 | = | \$188.10 |
| 6 LBS BEADS PER GALLON = 132 LBS @ \$0.2982 | = | \$ 39.36 |
| EQUIPMENT COST | = | \$115.32 |
| <u>PERSONNEL COST</u> | = | <u>\$189.41</u> |
| TOTAL COST PER MILE EDGE LINE | = | \$532.19 |

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

September 9, 2016

FN 20 16-315

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

PUBLIC WORKS

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 9/14/16

Dear County Executive Picente,

There is a need for additional funds in M5130.451 (Automotive Supplies) and M5130.452 (Automotive Repairs) that will allow this department to continue getting the trucks ready for the upcoming snow season and have a working budget for parts needed for repair work. This will allow us to have available funds to fix trucks as the snow season begins, funding available in M5130.451 has been depleted. The transfer will be covered with funds from M5130.414 (Utilities) and M5130.456 (Gasoline and Oil).

I respectfully request the following 2016 transfers be considered.

To:

| | | |
|-----------|---------------------|-------------|
| M5130.451 | Automotive Supplies | \$10,000.00 |
| M5130.452 | Automotive Repairs | \$60,000.00 |

From:

| | | |
|-----------|------------------|-------------|
| M5130.414 | Utilities | \$50,000.00 |
| M5130.456 | Gasoline and Oil | \$20,000.00 |

If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director
Anthony Carvelli, Finance Director

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

September 7, 2016

FN 20 16-314

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

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente:

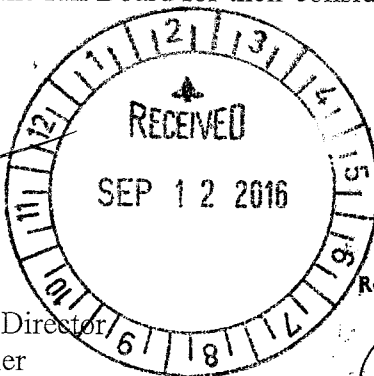
I am in receipt of a memorandum from Brian N. Scala, Deputy Commissioner of Highways, Bridges and Structures, requesting consideration and approval of the Agreements between the Cities of Rome and Sherrill and the Towns in Oneida County and the County of Oneida for the Control of Snow and Ice on County Roads for the 2016-2018 snow seasons.

The attached spreadsheet details the payment at a center lane per mile rate of \$6,000 making the total maximum cost for the 2016-2018 snow season \$3,584,220.00

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval and to the full Board for their consideration.

Sincerely,

Dennis S. Davis
Commissioner



cc: Thomas Keeler, Budget Director
Joe Timpano, Comptroller
File

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

Anthony J. Picente, Jr.
County Executive

Date 9/9/16

Oneida Co. Department: _____

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Municipalities in Oneida County

Title of Activity or Service: Snow and Ice Control on County Roads – Agreement with participating municipalities.

Proposed Dates of Operation: November 1, 2016 – April 30, 2018

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Cities and Towns to perform snow & ice control on Oneida County Roads per the Agreement.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested: \$3,584,220.00 (2016-2017 season) **Account #:** D5142.495

Oneida County Dept. Funding Recommendation: \$3,569,220.00 (2016 – 2017 season)

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% County

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal. Rate per mile is \$6,000 (proposed). Each participating municipality needs to bring their Agreement before their City Council or Town Board.

| COUNTY SNOW D5142.495 1ST HALF PYMT 2016-2017 SNOW SEASON | | TOWNS | MILEAGE | 2016-2017 TOTAL PAYMENT Snow Season 6000 | Monthly Payments (Six Month Period) | NOV. & DEC. 2016 AT 6000/MI 2016 Funds x 2 | JAN. 2017 AT 6000/MI 2017 Funds x 1 | 1st HALF PYMT TOTAL | 2ND HALF PYMT FEB - APR 2017 \$6000/MI x 3 | 2017 TOTAL Budget |
|---|--------------|--------|--------------|--|---|---|--|---------------------------|---|-------------------------|
| | ANNVILLE | 17.90 | 107,400.00 | 17,900.00 | 35,800.00 | 17,900.00 | 53,700.00 | 53,700.00 | 107,400.00 | |
| | AUGUSTA | 17.68 | 106,080.00 | 17,680.00 | 35,360.00 | 17,680.00 | 53,040.00 | 53,040.00 | 106,080.00 | |
| | AVA | 16.07 | 96,420.00 | 16,070.00 | 32,140.00 | 16,070.00 | 48,210.00 | 48,210.00 | 96,420.00 | |
| | BOONVILLE | 17.99 | 107,940.00 | 17,990.00 | 35,980.00 | 17,990.00 | 53,970.00 | 53,970.00 | 107,940.00 | |
| | BRIDGEWATER | 13.50 | 81,000.00 | 13,500.00 | 27,000.00 | 13,500.00 | 40,500.00 | 40,500.00 | 81,000.00 | |
| | CAMDEN | 25.49 | 152,940.00 | 25,490.00 | 50,980.00 | 25,490.00 | 76,470.00 | 76,470.00 | 152,940.00 | |
| | DEERFIELD | 17.46 | 104,760.00 | 17,460.00 | 34,920.00 | 17,460.00 | 52,380.00 | 52,380.00 | 104,760.00 | |
| | FLORENCE | 8.87 | 53,220.00 | 8,870.00 | 17,740.00 | 8,870.00 | 26,610.00 | 26,610.00 | 53,220.00 | |
| | FLOYD | 30.69 | 184,140.00 | 30,690.00 | 61,380.00 | 30,690.00 | 92,070.00 | 92,070.00 | 184,140.00 | |
| | FORESTPORT | 15.91 | 95,460.00 | 15,910.00 | 31,820.00 | 15,910.00 | 47,730.00 | 47,730.00 | 95,460.00 | |
| | KIRKLAND | 26.43 | 158,580.00 | 26,430.00 | 52,860.00 | 26,430.00 | 79,290.00 | 79,290.00 | 158,580.00 | |
| | LEE | 23.42 | 140,520.00 | 23,420.00 | 46,840.00 | 23,420.00 | 70,260.00 | 70,260.00 | 140,520.00 | |
| | MARCY | 33.84 | 203,040.00 | 33,840.00 | 67,680.00 | 33,840.00 | 101,520.00 | 101,520.00 | 203,040.00 | |
| | MARSHALL | 15.18 | 91,080.00 | 15,180.00 | 30,360.00 | 15,180.00 | 45,540.00 | 45,540.00 | 91,080.00 | |
| | NEW HARTFORD | 20.19 | 121,140.00 | 20,190.00 | 40,380.00 | 20,190.00 | 60,570.00 | 60,570.00 | 121,140.00 | |
| | PARIS | 28.20 | 169,200.00 | 28,200.00 | 56,400.00 | 28,200.00 | 84,600.00 | 84,600.00 | 169,200.00 | |
| | REMSEN | 21.86 | 131,160.00 | 21,860.00 | 43,720.00 | 21,860.00 | 65,580.00 | 65,580.00 | 131,160.00 | |
| | ROME | 15.01 | 90,060.00 | 15,010.00 | 30,020.00 | 15,010.00 | 45,030.00 | 45,030.00 | 90,060.00 | |
| | SANGERFIELD | 15.47 | 92,820.00 | 15,470.00 | 30,940.00 | 15,470.00 | 46,410.00 | 46,410.00 | 92,820.00 | |
| | SHERRILL | 1.01 | 6,060.00 | 1,010.00 | 2,020.00 | 1,010.00 | 3,030.00 | 3,030.00 | 6,060.00 | |
| | STEUBEN | 23.30 | 139,800.00 | 23,300.00 | 46,600.00 | 23,300.00 | 69,900.00 | 69,900.00 | 139,800.00 | |
| | TRENTON | 29.42 | 176,520.00 | 29,420.00 | 58,840.00 | 29,420.00 | 88,260.00 | 88,260.00 | 176,520.00 | |
| | VERNON | 25.30 | 151,800.00 | 25,300.00 | 50,600.00 | 25,300.00 | 75,900.00 | 75,900.00 | 151,800.00 | |
| | VERONA | 35.45 | 212,700.00 | 35,450.00 | 70,900.00 | 35,450.00 | 106,350.00 | 106,350.00 | 212,700.00 | |
| | VIENNA | 20.34 | 122,040.00 | 20,340.00 | 40,680.00 | 20,340.00 | 61,020.00 | 61,020.00 | 122,040.00 | |
| | WESTERN | 16.52 | 99,120.00 | 16,520.00 | 33,040.00 | 16,520.00 | 49,560.00 | 49,560.00 | 99,120.00 | |
| | WESTMORELAND | 35.21 | 211,260.00 | 35,210.00 | 70,420.00 | 35,210.00 | 105,630.00 | 105,630.00 | 211,260.00 | |
| | WHITESTOWN | 29.66 | 177,960.00 | 29,660.00 | 59,320.00 | 29,660.00 | 88,980.00 | 88,980.00 | 177,960.00 | |
| | TOTAL | 597.37 | 3,584,220.00 | 597,370.00 | 1,194,740.00 | 597,370.00 | 1,792,110.00 | 1,792,110.00 | 2,389,480.00 | |



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 16-317

February 26, 2016

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 forwarding six (6) copies of the 2nd Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Upstate Cerebral Palsy, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

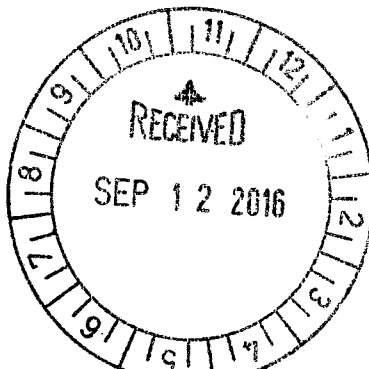
The gross amount of this Agreement is **\$1,009,080.00** for year 2014, **\$1,002,225.00** for year 2015; and **\$1,005,101.00** for year 2016. This results in a three year total of **\$3,016,406.00**. The funding changes for this amendment results in an increase for 2016 in the amount of **\$2,876.00**. The amount reflects a **100% OASAS State Aid Funding** for all years 2014-2016.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ms
Encs.



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

Anthony J. Picente, Jr.
County Executive

Date 9/12/16

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Upstate Cerebral Palsy, Inc.
1020 Mary Street
Utica, NY 13501

Title of Activity or Service: Psychosocial Clubhouse
Supported Housing/Case Management
Mentally Ill Chemical Abuse Network (MICA)
Assisted Competitive Employment (ACE)
Ongoing Integrated Supported Employment (OISE)
Advocacy

Proposed Dates of Operation: January 1, 2014 through December 31, 2016

Client Population/Number to be Served: Adults and Children with a serious and persistent mental illness.

Summary Statements

1) Narrative Description of Proposed Services:

a. Psychosocial Club

For individuals diagnosed with a major mental illness and functional deficits in the general life areas of socializing, employment and/or education and living environments.

b. Supported Housing/Case Management

Supported Housing services assist consumers in locating and securing mainstream housing of their choice and accessing the supports necessary to live successfully in the community.

c. Mentally Ill Chemical Abuse Network (MICA)

Assists the homeless with a co-diagnosis along with substance abuse, live successfully in the community.

d. Assisted Competitive Employment (ACE)

Temporary, short-term supports to individuals interested in returning to the workforce.

e. Ongoing Integrated Supported Employment (OISE)

Competitive employment in integrated community settings with supports.

f. Advocacy

Linkage to mental health legal services or access to peer services.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

Total Funding Requested: \$3,016,406.00

Account #A4310.49517

Oneida County Dept. Funding Recommendation: \$3,016,406.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State \$3,016,406.00

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

AMENDMENT

THIS AMENDMENT made the twenty-sixth (26th) day of February, 2016, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Upstate Cerebral Palsy, Inc.**, having its principal office located at 1020 Mary Street, Utica, NY 13501 (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Psychosocial Club, Supported Housing/Case Management, Homeless Assistance Services (REHAT), Assisted Competitive Employment (ACE), Ongoing Integrated Supported Employment (OISE), and Advocacy Services with a term from January 1, 2014 through December 31, 2016 (the "Original Agreement"); and

WHEREAS, the Original Agreement (Contract #014095) was thereafter amended in October 2015 (the "1st Amendment," #015024) to reflect changes in State funding; and

WHEREAS, the Original Agreement was thereafter amended in November 2015 (the "2nd Amendment", #2988) to reflect changes in State funding; and

WHEREAS, the parties desire to enter into a third Amendment of the Original Agreement regarding the following provisions,

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

1. The Original Agreement (Contract #014095; and subsequent amendments #015024 and #2988) shall be amended to include:
 - a. An increase in the funding for 2016 as follows;
 - i. Supported Housing Rental Assistance in the amount of Two Thousand Eight Hundred Seventy Six Dollars (\$2,876.00) for 2016 as a result of additional OMH state funding.
2. As a result of the above changes in funds, the Original Agreement shall be amended to include: a new total for year 2016 of One Million Five Thousand One Hundred One Dollars and no cents (\$1,005,101.00); and a three year funding total of Three Million Sixteen Thousand Four Hundred Six Dollars and no cents (\$3,016,406.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

Oneida County

Upstate Cerebral Palsy, Inc.

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

By: _____
Louis B. Tehan
President and CEO

Approved

Raymond F. Bara
Assistant County Attorney

UCP

Total Funding Full Three Years: **\$3,016,406.00**

| APPENDIX A | | | |
|------------------------------------|-----------------------|------------|-----------------------|
| CONTRACT BUDGET 2014 - 2016 | | | |
| | 2014 | | |
| OMH | \$1,009,080.00 | | |
| Total State Aid | \$1,009,080.00 | | |
| County Funds | \$0.00 | | |
| TOTAL FUNDING | \$1,009,080.00 | | |
| | | # Payments | Total Amount |
| Monthly Voucher Amount January - | | | |
| December | \$84,090.00 | 12 | \$1,009,080.00 |
| | | | \$1,009,080.00 |

| | | | |
|----------------------------------|-----------------------|------------|-----------------------|
| | 2015 | | |
| OMH | \$1,002,225.00 | | |
| Total State Aid | \$1,002,225.00 | | |
| County Funds | \$0.00 | | |
| TOTAL FUNDING | \$1,002,225.00 | | |
| | | # Payments | Total Amount |
| OMH | | | |
| Monthly Voucher Amount January - | | | |
| November | \$83,306.00 | 11 | \$916,366.00 |
| Final Voucher Amount December | \$83,307.00 | 1 | \$83,307.00 |
| Supplemental COLA Voucher | \$2,552.00 | 1 | \$2,552.00 |
| | | | \$1,002,225.00 |

| | | | |
|---------------------------|-----------------------|------------|-----------------------|
| | 2016 | | |
| OMH | \$1,005,101.00 | | |
| Total State Aid | \$1,005,101.00 | | |
| County Funds | \$0.00 | | |
| TOTAL FUNDING | \$1,005,101.00 | | |
| | | # Payments | Total Amount |
| OMH | | | |
| Monthly Voucher Amount | | | |
| January - November | \$83,518.00 | 11 | \$918,698.00 |
| Final Voucher Amount | \$83,527.00 | 1 | \$83,527.00 |
| Supplemental COLA Voucher | \$2,876.00 | 1 | \$2,876.00 |
| | | | \$1,005,101.00 |

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: publichealth@ocgov.net

June 21, 2016

FN 20

16-318

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

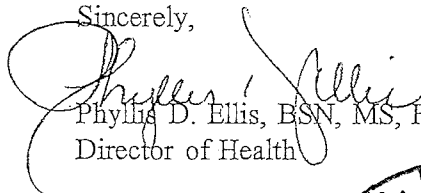
Attached are three (3) copies of an agreement between Oneida County through its Health Department and The VMC Group, Inc., the company that submitted the winning proposal to RFP #2016-173. The VMC Group, Inc. has provided these services in a satisfactory manner to Oneida County since 2009.

The VMC Group, Inc. will provide transportation management and consulting services for the transportation of preschool/early intervention children to and from each child's childcare location to such child's special services or program, as is required by law. This contract includes costs for the vendor to prepare and manage the Public Bid process for transportation service providers on behalf of the County.

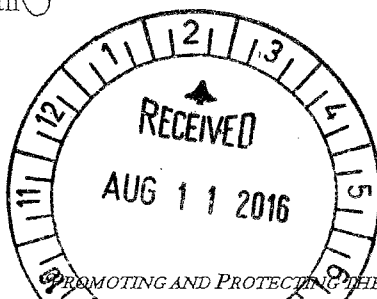
The term of this agreement shall be from August 1, 2016 through July 31, 2019 with two additional one-year options to renew. Payment is based on rates for services as outlined in the agreement and is not to exceed a total of \$551,360 for the first three years, with an annual increase based on the Consumer Price Index or 2.5%, whichever is lower. New York State provides \$328,059.20 (59.5%) of the funds for this required program.

If this agreement meets with your approval, please forward to the Board of Legislators for their consideration. Should you have any questions or concerns, please feel free to contact me.

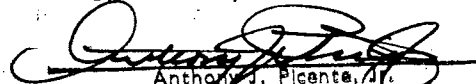
Sincerely,


Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Attachments
NS



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


Anthony J. Picente, Jr.
County Executive

Date 8/11/16

Oneida Co. Department: Public Health

Competing Proposal _____

Only Respondent _____

Sole Source _____

RFP X

Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The VMC Group, Inc.
9701 Niagara Falls Blvd., Suite 1A
Niagara Falls, NY 14304

Title of Activity or Service: Transportation management and consulting services
for children with special needs

Proposed Dates of Operation: August 1, 2016 to July 31, 2019 with two additional
one-year options to renew

Client Population/Number to be Served: Children with disabilities under the age of five

Summary Statements

- 1) **Narrative Description of Proposed Services:** Consultant to provide transportation management and consulting services for the transportation of preschool/early intervention children to and from each child's childcare location and special services or program. This contract includes costs for the vendor to prepare and manage the Public Bid process for transportation service providers on behalf of the County.
- 2) **Program/Service Objectives and Outcomes:** Safe, efficient, and cost effective management of the County's transportation program
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$551,360

Account: A2960.4956

Oneida County Dept. Funding Recommendation: \$551,360

Proposed Funding Sources (Federal \$/State \$/County \$): 59.5% State (\$328,059.20)
40.5% County (\$223,300.80)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

**TRANSPORTATION MANAGEMENT SERVICES AGREEMENT
BETWEEN THE COUNTY OF ONEIDA AND THE VMC GROUP, INC.**

This Agreement, by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department, located at 185 Genesee Street, Utica, New York 13501, herein referred to as the "Health Department", and THE VMC GROUP, INC., 9701 Niagara Falls Blvd. Suite 1A, Niagara Falls, New York 14304, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, pursuant to New York State Education Law, Section 4410, Public Health Law Section 2559-1, and under Title 110-A of Article 25 of the Public Health Law, Part 69 of Subchapter H of Chapter 11 of Title 10, Health, the County is required to transport certain children under five years of age with handicapping conditions, Preschool/Early Intervention Children from their respective childcare locations to special services or programs and return; and

WHEREAS, the County recognizes that advantages may result from certain Transportation Management and/or Consulting Services ("TMS Services"); and

WHEREAS, the Contractor is engaged in the business of providing TMS Services to municipal governments; and

WHEREAS, the Contractor covenants that it possesses or can make available all necessary qualified personnel and expertise to perform, or have performed, the Contracted Services required pursuant to the terms of this agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. TERM OF AGREEMENT

- a. This Agreement shall become effective August 1, 2016 and shall terminate on July 31, 2019.
- b. The County shall have the option to extend this Agreement for a maximum of two (2) one (1) year terms, conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this contract.

2. RESPONSIBILITIES OF THE PARTIES:

- a. The Contractor shall be responsible for maintaining adequate staffing. The Contractor shall provide a list of the staffing indicating title and duties.

b. The Contractor shall be responsible for maintaining the qualifications of their staff. This includes ensuring that all employees assigned to overseeing the transportation management services possess the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform.

c. The County shall provide all data, statistics and records, and arrange for the availability and cooperation of County staff members, to permit the Contractor to provide the contracted services as herein contemplated.

d. The County shall use its best efforts to implement such reasonable recommendations for changes in the transportation routing, and to work with the Contractor in the implementation of the electronic routing software known as preTran. It is understood that the foregoing is intended to provide the County with optimized transportation routes.

3. COST CONTROL

The Contractor shall be responsible for performing the following duties:

a. ***Collection and Initialization of Software Routing Information.*** Collection of current data necessary for the initialization of proprietary preTran routing and attendance tracking software (description of the software is attached as Appendix A). Data to be collected will include student and geographic information of the County and immediate surrounding areas. Further initialization will occur with addition of program provider sites, student pickup points and program bell times. Transportation corridors or Zones (geographic boundaries) become the basis for creating efficient routes.

b. ***Start-up for Fall Session and Summer Session Computerized Vehicle Routing.*** Contractor will utilize software reflecting transportation Zones to determine the least number of trips required for transportation of the student population to their assigned programs. Within the Zones, if and as established, the formulation of this trip determination exercise is completed; the trips will be combined so as to obtain the fewest routes (vehicles) appropriate to complete servicing within a given Zone.

c. ***Ongoing Computerized Routing Review.*** Both before and after each school session opening, the Contractor shall review with the County initial student information and changes (additions, deletions, address changes, etc.) to ensure timely reaction to transportation needs. Periodic ongoing review will take place to ensure continuous control as to the number of vehicles authorized for use.

d. ***Student Data Maintenance.*** The contractor will maintain a transportation database management system that relates to the reporting and routing requirements of the County's preschool program. The Contractor will provide the County with access to preTran transportation management database.

- i. The Contractor will maintain hard copies of student data relating to transportation and will provide edited and integrated computerized information to the County and program providers to ensure prompt receipt of revised information.
- ii. As student transportation requests or data are received by the Contractor, all information contained will be entered into the preTran student database. Editing tasks will be completed by the Contractor with communications required with programs, parents, and/or transporter. Periodic review will take place with the County regarding requests.
- iii. Specific data entry tasks include:
 - a. Batch and interactive data entry;
 - b. Extensive front-end editing functions;
 - c. Selective batch updates;
 - d. Selected partial updates to student records, without having to replace the entire database;
 - e. Comprehensive report generation and data entry.
- iv. The Contractor will produce reports containing student data as required by the County.

4. BID SPECIFICATIONS

The Contractor shall be responsible for performing the following duties relative to the preparation of bid specification for transportation contracts:

- a. *Comprehensive Routing Analysis.* Prior to the beginning of the initial (2016-17) school year term, the Contractor will build a logistical decision foundation by establishing a vehicle routing strategy upon the review of program destination points which can be serviced by one transportation provider. A preliminary analysis of the county's transportation environment will be conducted to provide the framework for preparing the content portion of the bid specifications.
 - i. Based on past and current computerized routing analysis, the County is broken into "route corridors" which are further broken into tiers. Lower prices can be bid because the transporter does not have to presume every trip is from the furthest point in the "route corridor".
 - ii. Based on this material, the comprehensive routing analysis and the provisions of the County's prior bid specifications will be reviewed by the Contractor. The Contractor will make recommendations for "bid sheets" and instructions for the bidders.

b. ***Preparation of Transporter Bid Specifications.***

i. ***First draft of Bid Specifications.*** Simultaneously with the preliminary routing analysis, the Contractor will review documentation including written statements of program policies, complaint logs, and correspondence with the transporters and providers etc. The Contractor will interview administrative staff to establish transportation tolerances, quality concerns, unmet needs, local regulatory and geographic barriers and other matters to be considered for inclusion in the preliminary draft of the bid specifications. The Contractor will conduct interviews with current transportation providers to gather operational information.

ii. ***Review and Approval of Transportation General Bid Specifications.*** The Contractor will forward a preliminary draft of the proposed bid specifications to the County program staff, Law Department and Purchasing Department for review, comment and further recommendations. The Contractor will prepare a second draft after this initial review for approval of involved departments.

iii. ***Pre-Bid Conference and Minutes.*** The Contractor will attend and facilitate the pre-bid meeting, receiving questions from transporters before, during and subsequent to the pre-bid meeting, draft responses to those questions for the County's review and approval. Responses will be included in the "pre-bid minutes". The Contractor will draft formal amendments to the bid specifications if needed. The Contractor will be responsible for arranging the pre-bid meeting.

a. At the pre-bid meeting, the date for the bid opening will be determined. Subsequent to the pre-bid meeting, the Contractor will draft the meeting minutes with responses to the transporters' questions from before, during and after. Upon County approval of the minutes, the Contractor will be responsible for distributing minutes to the transporters with a secured copy of the bid specifications. The Contractor is responsible for any amendments to the bid specifications as required.

c. ***Interim Bid Specifications.*** In the event the County desires to issue a bid for a new or additional transportation service, to open the bid process more than once during this period, or to re-bid a portion of the transportation vendor services at any time, the Contractor will update the bid specifications initially drafted or prepare a supplemental document. In consultation with the County, a specific Zone or Zones might be re-bid in the event of an opening or closing of programs which would allow the combination of a single transporter's route. The Contractor will prepare an interim bid request for new sites as needed using the same procedures as those described above and will provide the County with written recommendations as to the lowest bidder.

5. VEHICLE INSPECTIONS/FIELD-SITE INSPECTIONS

The Contractor shall be responsible for vehicle inspections performed at randomly selected schools and/or transporter sites. This task will include:

- a. At the transporters' yards, obtaining evidence that vehicles comply with the applicable requirements of the New York State Department of Motor Vehicles, New York State Department of Transportation and the Vehicle and Traffic laws of the State of New York. In this regard, these audits look to determine that the vehicles have been properly registered and inspected and that all requirements are up to date.
- b. At the transporter's yards, obtaining evidence that drivers are properly licensed for the types of vehicles being driven, and are in compliance with New York State Department of Motor Vehicle and Department of Education "19A" requirements, including annual physicals, drug and alcohol testing, background checks (including State Child Abuse Registry), annual driving record review, annual behind the wheel driving test, and annual defensive driving (with children on board) evaluation.
- c. At the transporter's yards, obtaining evidence that monitors have been drug and alcohol tested annually and have had background checks (including State Child Abuse Registry).
- d. At the transporter's yards or program sites, confirming that the vehicles have suitable restraints for the children to be transported, that car seats are properly installed, clean and still approved for use.
- e. At the transporter's yards or program sites, confirming that the vehicles are carrying all safety equipment required for the type of vehicle and service provided and as specified in the County's contract(s) with the transporter.
- f. At the transporter's yards, obtaining evidence in vehicle DOT files that no re-grooved or recapped tires are on the vehicles.
- g. At the transporter's yards or program sites, confirming that an appropriate means of communication with the transporter's dispatch offices is present and operational on each vehicle.
- h. At program sites, observing that the drivers/monitors actively assist the children on and off the vehicles.
- i. At program sites, confirming that child safety restraints meet NYS guidelines and that the drivers and monitors know how to secure children in their required restraints and that the children are properly secured.
- j. At the program site, observing that the drivers and monitors refrain from eating or smoking on the vehicles.

k. At the program site, observing that, before leaving his or her seat, the driver has turned off the motor, set the transmission in park, set the auxiliary brake and removed the keys. The exception to this rule is that with respect to wheelchair vehicles, the motor must be left running to operate the ramp.

l. At the transporter's yards or program sites, confirming that all route sheets and documentation pertaining to child information be carried on each vehicle.

m. At program sites, observing whether the drivers or monitors appear to be in control of their vehicles and whether they appear to be resolving violations of good conduct and improper behavior on the part of the passengers without the use of force or fear.

n. All Contractor staff members who provide these services shall be specifically trained to look for these and other quality service matters. At times and as may be appropriate, "follow-along" inspections will be conducted to determine whether a specific vehicle is operating in accordance to all safety regulations as well as routing adherence.

6. POINT-OF-CONTACT SERVICE

a. The Contractor shall become an agent of the County in connection with communications between and among the provider programs, the County, the transporters and the parents with respect to transportation related matters that cannot be handled by the applicable transporter. The Contractor shall receive telephone calls and other communications from parents, program locations and periodically from the County related to schedule and locations changes. The Contractor shall receive transportation related questions and complaints made by or concerning the transportation services. The Contractor shall investigate the complaints or incidents, resolve differences, if possible, and report the incidents and resolutions to the County. In connection with this, the Contractor will log "serious" incidents and will file correspondence according to the topic.

b. All serious incidents shall be immediately brought to the attention of the appropriate County staff, and followed up with a written report of the findings of any investigation.

c. The Contractor shall maintain a procedure to be followed if a vehicle accident occurs at a time when any children are on board. This procedure involves ongoing contact between the Contractor, the transporter, the parents and the County. The Contractor shall remain a central source for information concerning the accident.

d. The Contractor staff shall be trained to respond to all calls in a professional manner, and to take action in accordance with New York State laws and regulations. The Contractor shall monitor the transporter's contractual obligations and limitations as they

relate to the children transported, and will advise the County of the transporter's contract requirements as requested and needed.

- e. **Point of Contact Office Hours of Operation:** The Contractor shall:
 - i. Staff an office beginning at 6:30 a.m. and in accordance with program calendars and session times.
 - ii. Have an answering service or messaging system in place seven days a week when staff is not available.
 - iii. During the summer months, if reduced schedules by schools/centers are in effect, the Contractor shall confer with the Health Department for mutually agreed upon hours of operation.
 - iv. In all circumstances, the Contractor shall not close its office at the end of the school day until it has been confirmed by the Transportation Contractor(s) that all children have been safely delivered to their designated or alternative drop-off points.

7. CONSULTATION SERVICE

The Contractor shall provide consultation services at the County's request.

8. INVOICE ASSISTANCE

The Contractor shall be responsible for performing the following duties:

- a. **Face Review of Driver Attendance Sheets (Logs).** The Contractor shall ensure that the transporters continue to report weekly attendance and deliver all attendance sheets to the Contractor for review and approval.
 - i. Upon the receipt of the attendance sheets, the Contractor will manually review each log to ensure that the transporter's name, program name, the route number and/or run number, the vehicle license plate number, the names of the driver and monitor and their signatures are shown on the attendance sheets. The Contractor shall ensure the name and pick up address of each child on the run is listed, as well as the time of applicable pick up and drop off at child locations. The Contractor shall ensure that the address of the program and time of applicable drop off and pickup from the program is shown.
 - ii. The Contractor shall make the County aware of children who are persistently absent in increments of 5, 10, 15 days reports.
- b. **Number of Vehicles.** On a monthly basis, the Contractor shall review the transporter's invoices, and compare the number of vehicles/routes shown on each invoice with the number of vehicles authorized. The Contractor shall review and resolve any differences with the transporters prior to the invoices being forwarded to the County for payment.

c. **Vehicles Days of service.** The Contractor shall maintain records concerning each school calendar and provide reminders to the transporters concerning days on which programs are closed.

i. The Contractor shall review the transporters' invoices on a monthly basis and determine whether the number of days a vehicle is shown on the invoice is consistent with the number of days the attendance sheet shows that the vehicle was in operation. In addition, if child absences on a given day result in low occupancy, the Contractor shall evaluate and consolidate those vehicles through routing, so that fewer vehicles and/or vehicle days of service should be required.

9. FEES

| Service | Required | |
|--|----------|----------------|
| | Annual | Per Occurrence |
| Cost Control | | |
| Start-up Computerized Routing (Fall) | \$40,000 | |
| Start-up Computerized Routing (Summer) | \$17,000 | |
| Ongoing Computerized Routing Review | \$16,800 | |
| Field Testing of Routes | -0- | |
| Student Data Maintenance | \$12,000 | |
| Subtotal | \$85,800 | -0- |

| | | |
|--|-----|----------|
| Bid Specifications (start of 2016-17 term) | | |
| Comprehensive Routing Analysis | | \$12,000 |
| Preparation of Transporter Bid Specifications (draft, review and approval) | | \$ 6,500 |
| Pre-bid Conference and Minutes | | \$ 5,000 |
| Interim bid Specifications – as needed | | \$ 1,000 |
| Subtotal | -0- | \$24,500 |

| | | |
|--|----------|---------|
| Vehicle Inspections/Field Inspections | \$33,600 | |
| Point of Contact Service | \$30,000 | |
| Consultation Service (Est. 20 hrs/annual) | | \$4,000 |
| Subtotal | \$63,600 | \$4,000 |

| Service | Required | |
|---|------------------|-----------------|
| | Annual | Per Occurrence |
| Invoice Assistance | | |
| Face Review of Driver Attendance Sheets | \$12,000 | |
| Number of Vehicles | -0- | |
| Vehicle Days of Service | \$ 6,000 | |
| Subtotal | \$18,000 | -0- |
| Total | \$167,400 | \$28,500 |

a. Dollar amounts shown above are for Year One (2016-17) only. **The Total Year One estimate is \$195,900.**

b. With respect to the prices shown on this and the preceding page, upon the commencement of each year of the Contract after the first year, and at the commencement of each option period, if any, the sums to be paid to the Contractor shall be increased by an amount equal to the increase in the consumer price index ("CPI") as calculated by the US Department of Labor, Bureau of Labor Statistics (as shown on the internet at www.bls.gov, and listed under "Northeast Region All Items, Not Seasonally Adjusted—12 Month Percent Change") as of the first day of the month in which the County exercises its option, or two and one-half (2½%) percent, whichever is less.

b. Based on the above, the annual estimated amount for Year Two (August 1, 2017 – July 31, 2018) is \$175,585. ($\$167,400 + 2.5\% = \$171,585$ plus \$4,000 consultation fees). **The Total Year Two estimate is \$175,585.**

c. The estimate for Year Three (August 1, 2018-July 31, 2019) is \$179,875. ($\$171,585 + 2.5\% = \$175,875$ plus \$4,000 consultation fees). **The Total Year Three estimate is \$179,875.**

d. **The total for all three years is estimated to be \$551,360.**

i. **Payment:**

a. The fee shall be paid in equal monthly installments, and shall be paid promptly after the last day of each month, upon the County's receipt of the Contractor's invoice together with the voucher(s) required by the County.

b. The fee for Bid Specifications shall be paid promptly after the opening of the transporter bids, upon the County's receipt of the Contractor's invoice together with the County voucher.

10. TERMINATION

a. **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such

action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required.

b. **BY COUNTY:** This contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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.

11. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further 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 contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this contract in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this contract.

12. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County named as an "additional insured," on a "primary, non-contributory basis, as its interests may appear" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

13. INDEMNIFICATION

The Contractor agrees that it shall defend, indemnify and hold harmless the County 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 work of the Contractor or its agents, contractors, subcontractors, servants or employees, 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 this contract.

14. INDEPENDENT CONTRACTOR STATUS

a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he 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. Contractor warrants and represents that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

c. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

e. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's 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, worker's compensation, disability insurance or

social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to 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 Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's 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 regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. PERFORMANCE OF SERVICES

a. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, 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. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. 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, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.

c. Contractor acknowledges and agrees that 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.

d. Contractor shall inform the County within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and County maintains the right to contract with other individuals or entities to perform the same services.

16. EXPENSES

Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

17. TRAINING

Contractor shall not be required to attend or undergo any training by the County, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, Contractor shall be fully responsible for her or her 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.

18. 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.

19. ENTIRE AGREEMENT

The terms of this contract, the attached Oneida County Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and 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 contract. No wavier, alterations or modifications of and provisions of this contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

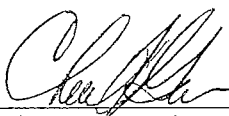
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ONEIDA COUNTY

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

DATE: _____

THE VMC GROUP, INC.

BY:  _____
Charles J. Ganim
Chief Executive Officer

DATE: 8/4/16

APPROVED:

BY: _____
Raymond F. Bara
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 29th day of July 2010, 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, and 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 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. Certification 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:

1. 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.

2. 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.

3. 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,

1. 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 contracts 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 paragraph 1(b) 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; and

2. Where the Contractor is unable to certify 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:

1. 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 on-going 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);
 - d. Notifying the employee in the statement required by paragraph (a) 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) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position 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 subparagraph (d)(2), 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),(f).

2. 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, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. 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
2. 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 (HIPPA).

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:

1. 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;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, 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:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. 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;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. 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
 9. 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 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:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. 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

3. 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 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. Workers' 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 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 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 moneys 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 thereof, 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 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, 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 affirms, under penalty of perjury, 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 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 pertinent 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 attachments, 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 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) 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. The number is 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 payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) 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. (2) 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 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 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 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 responsibility of the Contractor 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 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 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 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/Contractor, any person signing on behalf of any Bidder/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 (OGS) website, that to the best of its knowledge and belief, that each Bidder/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/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/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/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/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 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/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/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/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

preTran – Pre-School Transportation Management Software

preTran is a routing system developed by VMC Group Inc. to meet the specific needs of pre-school and early intervention transportation. By managing students, programs and transporters the system is able to provide the following:

- Keep transportation costs down by providing routing functionality
- Manage communications between Parents, Programs and Transporters allowing VMC to efficiently fulfill point of contact requirements.
- Manage Student Attendance and Transportation Costs which allows for cost/student reports required for state reimbursement along with the information required for invoice reconciliation.

Note: All children's names used below in the sample screen, tables, and reports are fictional.

Student Information

Features:

- Student Information
 - Inquire by last name, first name, street address, zip or phone
 - Maintain information require for point of contact
 - Maintain special needs information (i.e. wheelchair, air, 1:1 aid)
 - Maintain if student is Medicaid reimbursement
 - Maintain if student is EI
 - Maintain if student is protected (do not release to)
 - Maintain student date of birth
 - Ability to assign pickup/drop-off addresses based on day of week
 - Ability to default to home address
- Transportation Information
 - Ability to assign multiple transportation records. This allows for setup of future transportation requirements.
 - Two sets of in/out runs are maintained. The first are program runs which are used to for bus costing and student reimbursement. The second are active runs which are used for optimization, mapping and creation of right left sheets.
 - Ability to assign days of week transportation is required
 - Ability to assign start/end dates

The screenshot shows a software interface for managing student attendance. It features several input fields for student information, including name, address, and contact details. Below these are sections for recording drop dates and reasons. At the bottom, a table displays attendance records for two students, with columns for student ID, route, and attendance status.

| Student ID | Route | Attendance Status |
|---------------|---------|-------------------|
| 021800AM250PK | 021.01A | 021.01P |
| 021800AM250PK | 021.01A | 021.01P |

Student Attendance

Features:

- Inquire attendance records by name, route or program
- Flag daily attendance via user maintainable codes. (i.e. 'X'-full 'V'-AM 'P'-PM 'O'-off H-Holiday 'N'-No Show)
- Auto fill student row based on days selected, start/end date and reported holidays (This makes sure the student is not being charged transportation costs on days they are not scheduled for program)
- Information is basis for
 - state reimbursement
 - parent mileage reimbursement
 - attendance reporting
 - Cost / child
 - Total full days
 - Total half days

Point of Contact Communication System

Features:

Manages and logs communications between county and

- Students/Parents
 - Cancellations
 - Alternate Pick-up/Drop-off
 - Incident Report
- Programs
 - Incident Reports
 - Late Arrival / Pickup
- Transportation Providers
 - Incident Reports
 - Complaint/Non-Compliance Report
 - Field Inspection Follow-ups

Reporting

Communication log by day

Communication log by type

Communication log by contact

Communication by priority

Unresolved Issues

Email critical communication issues need-to-know county personnel

Communications Inquiry

| Item | Date | Time | Location | Reporter | Complainant |
|------|-----------|---------|----------|---------------|-------------|
| 1 | 2/27/2008 | 12:00PM | ARC | FIRST STUDENT | KATHY JONES |
| 2 | 2/27/2008 | 9:06AM | ARC | FIRST STUDENT | DIANE CRIMI |
| | 2/27/2008 | 9:06AM | | FIRST STUDENT | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Communications Detail

Bus crosses road trucks with gates down at 8:25 on 2/27/2008 at Woodfield near river road

Date: 2/27/2008
 Time: 09:15
 Location: 800AM
 Reporter: FIRST STUDENT
 Complainant: ARC
 ARCIDAM: ARCIDAM
 Driver: TOM JONES
 MARY SMITH
 DIANE CRIMI
 MOM
 Contact phone: 555-555-5555

Received date: 2/27/2008 12:00 AM

| Date | Time | Action | Description |
|-----------|-------|--------|-------------------------------------|
| 2/27/2008 | 09:47 | call | Called First Student with complaint |

Transportation Field Inspections

Features:

Manages and logs Field Inspections

| Information | Issues Flagged |
|--------------------|------------------------|
| Date | Display Route # |
| Facility | Driver Assistant |
| Session | Unauthorized Passenger |
| Zone Supervisor | Late Arrival |
| Transporter | Fire Extinguisher |
| Driver | First Aid Kit |
| Aid | Photo Id |
| Vehicle # | Two Way Radio |
| Route # | Seat Belt Cutter |
| Follow-up progress | Fire Blanket |
| | Triangles |
| | Left/Right Sheets |
| | Attendance Sheets |

Transportation Field Inspection - Detail

| Date | Facility | Time | Inspector | Notes |
|-----------|----------|---------|-----------|-------------|
| 1/22/2008 | Clinton | 9:00 AM | Bob | Bad Weather |

| ID | ARC | Zone | Driver | Unauthorized | Late Arr | Fire Al | Photo | Two Way | Seat Belt | Fire Blanket | Triangles | Left/Right | Attendance |
|-----|--------|-------|--------|--------------|----------|---------|-------|---------|-----------|--------------|-----------|------------|------------|
| 656 | ARC01A | Kelly | Kelly | | | | | | | | | | |
| 175 | ARC02A | Tim | Tim | | | | | | | | | | |
| 656 | ARC03A | Kelly | Tim | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

Vehicle Optimization is achieved via maintaining the following transportation elements.

- Programs
- Sessions
- Runs
- Routes

Programs: Name & Address of county program providers

Features:

- Store Name, Address and phone information of program providers
- Assign short description to program provider for use in naming runs

| Program Name | Address | Location | Zip |
|--------------------|--------------------|-------------|-------|
| ST HELEN | 180 FOUNDRY ST | SCHENECTADY | 12304 |
| BEG COMITOCYSWE | 701 SAND CREEK RD | ALBANY | 12205 |
| BEG BOON CORNERS | 500 BALL TOWN RD | NSKAWANA | 12309 |
| BEG SCHDY DAY NUR | 26 LAFAYETTE | SCHENECTADY | 12305 |
| BEG ST ANTHONY | 180 MANHATTAN EN | SCHENECTADY | 12305 |
| CLOVER PATCH GLEN | 36 HELDING PARK DR | GLENVILLE | 12005 |
| CLOVER PATCH BRAN | 904 BRAPER AVE | SCHENECTADY | 12300 |
| CROSSROADS | 50 CYPRESS DRIVE | GLENVILLE | 12005 |
| ELEGANT MEN | 3437 SR 478 | SCHENECTADY | 12303 |
| ELEGANT PINEUSH | 215 WASHINGTON AV | ALBANY | 12205 |
| HELING HANDS | 41 WERNER RD | CUSTOM PARK | 12003 |
| SCHONOWE MARCHI | 2621 CONSALUD | SCHENECTADY | 12304 |
| SCHONOWE ROFFERD | 490 GIFFORDS SCHUR | SCHENECTADY | 12305 |
| WHISPERING PINES | 2861 THOUSAND ACR | DELANBON | 12053 |
| CHILD BRIG RESIDEN | 125 BIGELOW AVE | SCHENECTADY | 12304 |
| NA | NA | | |
| SCHONOWE GLENVILLE | 127 N BALL STON AV | SCOTIA | 12307 |
| CLOVERPATCH ST LO | 1252 ALBANY ST | SCHENECTADY | 12304 |

Sessions: Programs at program providers

Features:

- Assign in/out times to session
- Assign Transporter to Session (can be assigned at run for sessions with more than one transporter)

The screenshot shows a software window titled 'Program Session' with a table of session data. The table has five columns: Program, In Time, Out Time, Date, and Location. The data is as follows:

| Program | In Time | Out Time | Date | Location |
|------------------------|----------|----------|-----------------------|-----------|
| BEE POON CORNORS | 8:00 AM | 1:00 PM | 006 8:00 AM-1:00 PM | GATEWAY |
| BEE POON CORNORS | 9:00 AM | 10:30 AM | 006 9:00 AM-10:30 AM | GATEWAY |
| BEE POON CORNORS | 2:00 AM | 11:30 AM | 006 2:00 AM-11:30 AM | GATEWAY |
| BEE SCHOOL DAY NURSERY | 10:30 AM | 11:45 AM | 007 10:30 AM-11:45 AM | NORTHLAND |
| BEE SCHOOL DAY NURSERY | 11:00 AM | 12:30 PM | 007 11:00 AM-12:30 PM | NORTHLAND |
| BEE SCHOOL DAY NURSERY | 6:30 AM | 11:00 AM | 007 6:30 AM-11:00 AM | NORTHLAND |
| BEE SCHOOL DAY NURSERY | 8:30 AM | 12:30 PM | 007 8:30 AM-12:30 PM | NORTHLAND |
| CLOVER PATCH GLENVILLE | 1:00 AM | 3:00 PM | 020 1:00 AM-3:00 PM | NORTHLAND |
| CLOVER PATCH GLENVILLE | 11:30 AM | 3:00 PM | 020 11:30 AM-3:00 PM | NORTHLAND |
| CLOVER PATCH GLENVILLE | 12:30 PM | 3:00 PM | 020 12:30 PM-3:00 PM | NORTHLAND |
| CLOVER PATCH GLENVILLE | 6:30 AM | 1:00 PM | 020 6:30 AM-1:00 PM | NORTHLAND |
| CLOVER PATCH GLENVILLE | 9:30 AM | 11:30 AM | 020 9:30 AM-11:30 AM | NORTHLAND |

Runs:

Features:

- Assign Run Name
- Assign Program
- Assign Transporter
- Assign Type (AMIN, AMOUT, MIDIN, MIDOUT, PMIN, PMOUT)
- Assign bell time for run

| Run ID | Location | Type | Time |
|------------|-----------|--------|-------------|
| 006.01A | GATEWAY | AMIN | 01 8:00 AM |
| 006.01MG | GATEWAY | MIDOUT | 01 10:30 AM |
| 006.01P | GATEWAY | PMOUT | 01 1:00 PM |
| 006.1MO2 | GATEWAY | MIDOUT | 02 11:30 AM |
| 007.01A | NORTHLAND | AMIN | 05 8:00 AM |
| 007.01MG | NORTHLAND | MIDIN | 04 11:00 AM |
| 007.01MC | NORTHLAND | MIDOUT | 05 12:30 PM |
| 007.01MO2 | NORTHLAND | MIDOUT | 05 1:00 PM |
| 020.01WV1 | NORTHLAND | AMIN | 09 8:00 AM |
| 020.01WV2 | NORTHLAND | AMIN | 08 11:30 AM |
| 020.01PWC | NORTHLAND | PMOUT | 08 1:00 PM |
| 020.01PWC2 | NORTHLAND | PMOUT | 09 3:00 PM |
| 020.02A | NORTHLAND | AMIN | 07 8:00 AM |
| 020.02MG | NORTHLAND | MIDOUT | 07 1:30 AM |
| 020.02P | NORTHLAND | MIDOUT | 07 2:00 PM |
| 020.02WCA | NORTHLAND | AMIN | 08 8:00 AM |

Routes: A group of runs that a bus will service (ex. AM/MID/PM = Route)

Features:

View runs by route

Assign runs to route

Assign costs to runs on route from transporter invoices

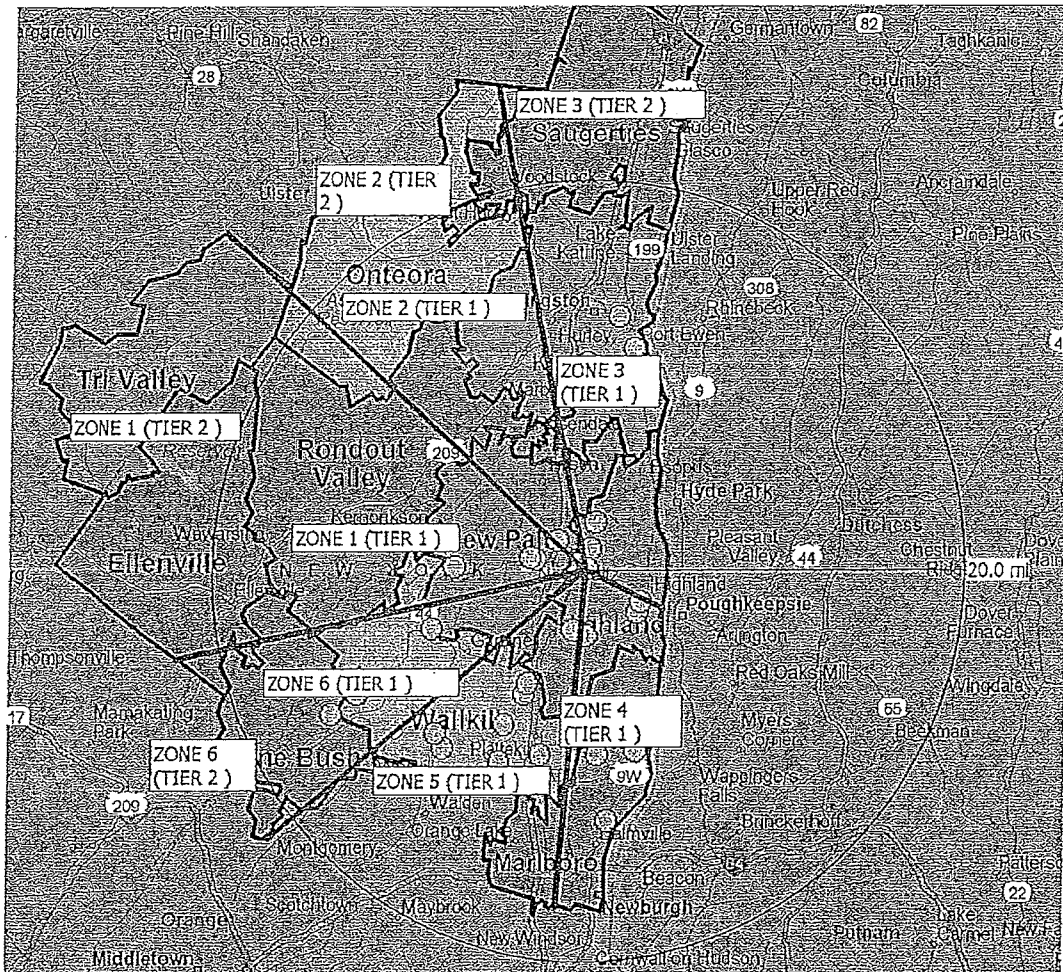
Version 798.01.01

Route Maintenance

| Route | Run | Run ID | Run Type | Run Time | Run Cost | Run Price | Run Price | Run Price |
|-------|-----|----------|----------|----------|----------|-----------|-----------|-----------|
| 01 | na | 006301A | AMR | 8:00 AM | \$50.00 | \$0.00 | \$0.00 | \$0.00 |
| 02 | ama | 006301M9 | MDO | 10:30 AM | \$27.50 | \$25.00 | \$0.00 | \$0.00 |
| 03 | na | 006301E | PDO | 2:00 PM | \$57.65 | \$25.00 | \$0.00 | \$0.00 |
| 04 | na | 006301K | MDO | 11:30 AM | \$17.00 | \$0.00 | \$15.00 | \$0.00 |
| 05 | na | 006301A | AMR | 8:00 AM | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 06 | na | 006301K | PDO | 1:00 PM | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07 | na | 007301K | MDO | 11:00 AM | \$100.00 | \$25.00 | \$0.00 | \$0.00 |
| 08 | na | 007301K | MDO | 12:30 PM | \$100.00 | \$0.00 | \$0.00 | \$0.00 |
| 09 | na | 007301A | AMR | 8:30 AM | \$150.00 | \$0.00 | \$0.00 | \$0.00 |
| 10 | na | 007301M | MDO | 11:00 AM | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 11 | na | 00002A | AMR | 8:00 AM | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 12 | na | 00002B | PDO | 2:00 PM | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 13 | na | 00002A | MDO | 11:30 AM | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Zoning/Tiering Capabilities

Using the preTran software system, VMC is able to partition (“zone”) a county in several ways, and create transportation “tiers” within the zones. The recommendations as to the manner of zoning and tiering are made after using preTran to create several alternative routing scenarios. As shown above, the zones are created based on historic records of student population with consideration given to natural boundaries. The zoning possibilities are then presented in a visual format, as follows:

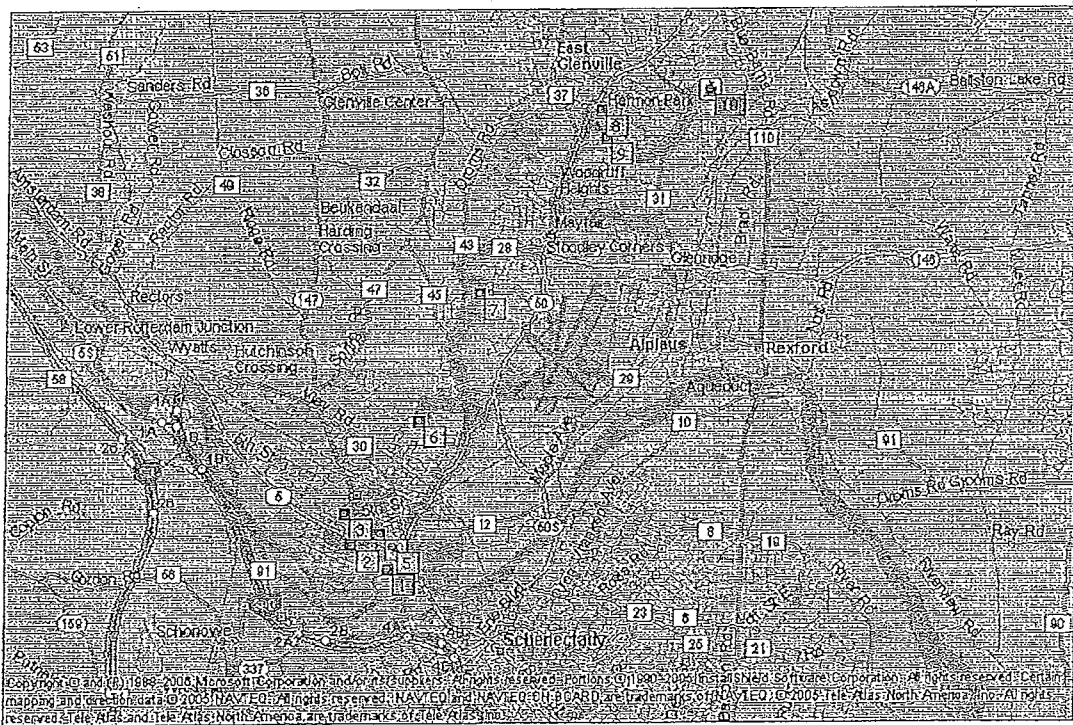


Routing Visualizations/Driver Directions

When the partitioning (zoning) process is determined, preTran can provide with the zones, visual and written identifications of the routes created within each zone. Following is a sample "route map" and the driver directions for following the route.

From: S020.01A LastName,FirstName **To:** CLOVER PATCH-GLENVILLE

Driving Distance: 12.0 miles **Time:** 59 minutes



| Time | Distance | Instruction |
|---------|----------|--|
| 8:00 AM | 0.0 | 1 Depart S020.01A LastName,FirstName [141 Sanders Ave, Schenectady, NY 12302] on Sanders Ave (West) for 0.2 mi |
| 8:01 AM | 0.2 | Turn RIGHT (North) onto Wyman St, then immediately turn LEFT (West) onto Glen Ave for 0.3 mi |
| 8:03 AM | 0.5 | 2 At S020.01A LastName,FirstName [342 Glen Ave, Schenectady, NY 12302], stay on Glen Ave (West) for 0.2 mi |
| 8:03 AM | 0.7 | Turn RIGHT (North) onto (S) Toll St for 0.3 mi |
| 8:05 AM | 1.0 | 3 Arrive S020.01A LastName,FirstName [125 N Toll St, Schenectady, NY 12302] |
| 8:08 AM | 1.0 | Depart S020.01A LastName,FirstName [125 N Toll St, Schenectady, NY 12302] on N Toll St (North-East) for 0.2 mi |
| 8:08 AM | 1.2 | Turn RIGHT (South) onto SR-147 [Sacandaga Rd] for 0.4 mi |
| 8:09 AM | 1.5 | Turn LEFT (East) onto 1st St for 164 yds |
| 8:10 AM | 1.6 | 4 Arrive S020.01A LastName,FirstName [327 1st St, Schenectady, NY 12302] |
| 8:13 AM | 1.6 | Depart S020.01A LastName,FirstName [327 1st St, Schenectady, NY 12302] on 1st St (West) for 164 yds |
| 8:13 AM | 1.7 | Turn LEFT (South) onto SR-147 [Sacandaga Rd], then immediately turn LEFT (East) onto James St for 0.3 mi |
| 8:15 AM | 2.0 | 5 Arrive S020.01A LastName,FirstName [210 James St, Schenectady, NY 12302] |
| 8:18 AM | 2.0 | Depart S020.01A LastName,FirstName [210 James St, Schenectady, NY 12302] on James St (South-East) for 0.1 mi |
| 8:18 AM | 2.1 | Turn LEFT (North) onto SR-50 [N Ballston Ave] for 1.7 mi |
| 8:22 AM | 3.9 | Turn LEFT (West) onto Horstman Dr for 0.6 mi |
| 8:24 AM | 4.5 | Turn RIGHT (North-West) onto Glenview Dr, then immediately turn LEFT (South) onto Vista Rd for 0.3 mi |
| 8:25 | 4.8 | Turn RIGHT (North-West) onto Red Coach Dr for 65 yds |

| | | |
|---------|------|--|
| AM | | |
| 8:26 AM | 4.8 | 6 Arrive S020.01A LastName,FirstName [5 Red Coach Dr, Schenectady, NY 12302] |
| 8:29 AM | 4.8 | Depart S020.01A LastName,FirstName [5 Red Coach Dr, Schenectady, NY 12302] on Red Coach Dr (East) for 54 yds |
| 8:29 AM | 4.8 | Turn LEFT (North) onto Vista Rd for 0.2 mi |
| 8:30 AM | 5.0 | Turn RIGHT (East) onto Glenview Dr, then immediately turn LEFT (North-East) onto Horstman Dr for 0.5 mi |
| 8:32 AM | 5.5 | Turn LEFT (North) onto CR-43 [Swaggertown Rd] for 1.0 mi |
| 8:34 AM | 6.5 | Turn RIGHT (East) onto Weise Rd for 0.2 mi |
| 8:35 AM | 6.6 | Turn LEFT (North) onto Lorelei Ln for 0.2 mi |
| 8:36 AM | 6.8 | 7 Arrive S020.01A LastName,FirstName [10 Lorelei Ln, Schenectady, NY 12302] |
| 8:39 AM | 6.8 | Depart S020.01A LastName,FirstName [10 Lorelei Ln, Schenectady, NY 12302] on Lorelei Ln (North) for 174 yds |
| 8:39 AM | 6.9 | Turn LEFT (West) onto Harlau Dr for 0.2 mi |
| 8:40 AM | 7.1 | Turn RIGHT (North) onto CR-43 [Swaggertown Rd] for 0.4 mi |
| 8:41 AM | 7.5 | Turn RIGHT (East) onto CR-28 [Van Buren Rd] for 0.8 mi |
| 8:43 AM | 8.3 | Turn LEFT (North) onto SR-50 [Saratoga Rd] for 1.6 mi |
| 8:47 AM | 9.9 | Turn RIGHT (East) onto Saratoga Dr for 120 yds |
| 8:47 AM | 10.0 | 8 Arrive S020.01A LastName,FirstName [10 Saratoga Dr, Schenectady, NY 12302] |
| 8:50 AM | 10.0 | Depart S020.01A LastName,FirstName [10 Saratoga Dr, Schenectady, NY 12302] on Saratoga Dr (West) for 109 yds |
| 8:50 AM | 10.0 | Turn LEFT (South) onto SR-50 [Saratoga Rd] for 0.1 mi |

| | | |
|------------|------|---|
| 8:51 AM | 10.1 | Turn LEFT (East) onto CR-20 [Pashley Rd] for 0.3 mi |
| 8:52 AM | 10.4 | 9 Arrive S020.01A LastName,FirstName [51 Pashley Rd, Schenectady, NY 12302] |
| 8:55 AM | 10.4 | Depart S020.01A LastName,FirstName [51 Pashley Rd, Schenectady, NY 12302] on CR-20 [Pashley Rd] (South-East) for 0.6 mi |
| 8:57 AM | 11.1 | Road name changes to Hetcheltown Rd for 0.7 mi |
| 8:58 AM | 11.7 | Turn RIGHT (East) onto Helpinghand Ln for 0.3 mi |
| 9:00 AM | 12.0 | 10 Arrive CLOVER PATCH-GLENVILLE [55 Helping Hand Ln, Schenectady, NY 12302] |

Sample Reports

preTran uses the industry reporting standard, crystal reports. This allows for easy, cost effective creation of reports and for users who have a crystal reports license, the ability to create custom reports as needed.

Child Bus Run Report

Shows student information by run along with estimated pickup/drop-off times

Student by Program by Session Report

Shows Students with their runs group by programs / sessions

Session by Program Reports

Shows Sessions for Each Program Provider

Transportation Field Inspection Report

Show data collected from field inspection

Children's Bus Run Report

8/8/2007

2006/2007 School Year

| Name | Street/Town | Runs/Route | Phone | Parents |
|---|--|---|--------------------------------------|---|
| Sample Reports | | | | |
| n 001.52A XXXXXX XXXXXXXX DOB: 2/12/05 el: Yes | home- 391 WASHINGTON AVE ALBANY pickup- HOME dropoff- HOME | p- 001.52A 8:43:34 AM d- 001.52MO 11:45:13 AM notes- | h- o- | parents- emerg- |
| XXXXXX XXXXXXXX DOB: 11/10/04 el: Yes | home- 17 SPRINGS RD ALBANY pickup- 17 SPRING ST ALBANY dropoff- 17 SPRING ST ALBANY | p- 001.52A 8:41:42 AM d- 001.52MO 11:50:49 AM notes- | h- 651-0785 o- | parents- VICTORIA emerg- LISA GONZALEZ- 729-3778 |
| XXXXXX XXXXXXXX DOB: 4/27/05 el: Yes | home- 110 YARDBORO AVE ALBANY pickup- HOME dropoff- HOME | p- 001.52A 9:02:18 AM d- 001.52MO 11:27:21 AM notes- | h- 438-4627 o- | parents- MONICA HARRIS emerg- STEVE HARRIS-465- 9121 |
| XXX XXXXXXXX DOB: 9/22/04 el: Yes | home- 123 MADISON AVE ALBANY pickup- HOME dropoff- HOME | p- 001.52A 8:51:18 AM d- 001.52MO 11:38:08 AM notes- PU DO HOME | h- 465-0685 o- CELL# 331- 7710 | parents- TESKISHAL MILES/FRED WINNIE emerg- CANDICE MILLER 489-0950 |

8/8/2007

Student by Program by Session

BROWN

Program: ECEC-CARMEN

Session: 023 9:00 AM-1:00 PM

| | | | |
|----------|-------|---------|---------|
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | PT |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |
| XXXXXXXX | XXXXX | 023.01A | 023.01P |

Program: ST HELEN

Session: 057 10:00 AM-1:00 PM

| | | | |
|----------|-------|---------|---------|
| XXXXXXXX | XXXXX | 057.01M | 057.01P |
|----------|-------|---------|---------|

Session: 057 8:00 AM-1:00 PM

| | | | |
|----------|-------|---------|---------|
| XXXXXXXX | XXXXX | 057.01A | 057.01P |
| XXXXXXXX | XXXXX | 057.01A | 057.01P |

Program: WHISPERING PINES

Session: 044 8:45 AM-11:15 AM

| | | | |
|--|--|----|----------|
| | | PT | 044.01MO |
|--|--|----|----------|

8/8/2007

Sessions

BEG-POOH CORNORS

006 9:00 AM-1:00 PM
006 9:00 AM-11:30 AM
006 9:00 AM-10:30 AM

BEG-SCH'DY-DAY NURSERY

007 8:30 AM-12:30 PM
007 10:30 AM-11:45 AM
007 11:00 AM-12:30 PM
007 8:30 AM-11:00 AM

BEG-ST ANTHONY

058 9:00 AM-1:00 PM

CHILD PROG. RES. CNTR

067 8:30 AM-1:30 PM
067 8:30 AM-12:00 PM
067 1:00 PM-4:30 PM
067 1:00 PM-3:30 PM
067 12:30 PM-4:00 PM
067 8:30 AM-12:30 PM

CLOVER PATCH-GLENVILLE

020 9:00 AM-2:00 PM
020 12:30 PM-3:00 PM
020 9:00 AM-11:30 AM
020 8:30 AM-1:00 PM
020 9:00 AM-3:00 PM
020 11:30 AM-3:00 PM
020 11:30 AM-3:00 PM

2/27/2008

Transportation Field Inspection Report

| Date | Facility | Session | Field Tech | Notes |
|----------|----------|---------|------------|-------|
| 6/2/2008 | Clinton | 9:00 AM | Bob | Test |

| | | | | | | | |
|--------|-----|-------------------|-----|--------------|----|---------------------|----|
| Veh # | 888 | in Compliance | Yes | Late Arrival | No | no Seat Belt Cutter | No |
| Route | 888 | Rte Shown | No | no Fire Ext | No | No Fire Blanket | No |
| Driver | 888 | Aid on Bus | No | No Photo Id | No | no Triangles | No |
| Aid | 888 | Unuauth Passenger | No | no Radio | No | Comment | |

| | | | | | | | |
|--------|------|-------------------|-----|--------------|-----|---------------------|-----|
| Veh # | 175 | in Compliance | No | Late Arrival | Yes | no Seat Belt Cutter | Yes |
| Route | 003 | Rte Shown | No | no Fire Ext | Yes | No Fire Blanket | No |
| Driver | dave | Aid on Bus | Yes | No Photo Id | No | no Triangles | No |
| Aid | | Unuauth Passenger | Yes | no Radio | Yes | Comment | |

preTran Technical Specifications

| | |
|---|---|
| Development Platform | Microsoft Visual Studio 2003 (VB.NET) |
| Data Platform | Microsoft SQL Server 2000 |
| Mapping Platform | Microsoft Mappoint 2006 |
| Reporting Platform | Crystal Reports XI |
| | |
| *integration is achieved using mappoint and crystal reports API | * full information on each product is available on the Microsoft & Crystal Reports Web Site |

preTran is currently running on the following configurations

| | <i>Server</i> | <i>Client</i> |
|--------------------------------|---------------|---------------|
| Client Server | Windows 2003 | Windows XP |
| | | Windows 2000 |
| Terminal Services | Windows 2003 | Windows XP |
| | | Windows 2000 |
| | | Thin client |
| | | Vista |
| Stand-Alone | N/A | Windows XP |
| | | Windows 2000 |
| Hosted Service (Server at VMC) | Windows 2003 | Windows XP |
| | | Windows 2000 |
| | | Thin client |
| | | Vista |



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 16-319

April 20, 2016

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 forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Resource Center for Independent Living Inc.** for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$404,837.00** for year 2014; **\$407,182.00** for 2015; and **\$415,486.00** for 2016. This results in a three year total of **\$1,227,505.00**. The funding changes for this amendment results in an increase for 2016 in the amount of **\$8,304.00**. This increase in funding is intended to increase the services delivered by the Provider's Intensive Case Management Services (Children) program. The amount reflects **100%** OMH State Aid Funding for all years 2014-2016.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ms
Encs.

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

Anthony J. Picente, Jr.
County Executive

Date 8/11/16

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Resource Center for Independent Living, Inc.
409 Columbia Street
Utica, NY 13502

Title of Activity or Service: Service Dollars Intensive Case Management Services ICM)
Children & Youth Intensive Case Management
Intensive Case Management Emergency & Non-Emergency Services
Assisted Competitive Employment (ACE)
Ongoing Integrated Supported Employment (OISE)

Proposed Dates of Operation: January 1, 2014 through December 31, 2016

Client Population/Number to be Served: Adults with a serious and persistent mental illness.

Summary Statements

1) Narrative Description of Proposed Services:

a. ICM Management Services/Health Home Management

Services include: bookkeeping, check processing, audit and evaluation.

b. ICM Children & Youth Services

The program links the consumer to service systems, various services and offer continued care and support. Services may include linking, monitoring, and case-specific advocacy.

c. ICM and Health Home Emergency/Non-Emergency Services

Emergency dollars designated to meet the basic needs of the consumer.

d. Ongoing Integrated Supported Employment (OISE)

The program services include short term job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement.

e. Assisted Competitive Employment (ACE)

Long term supports in all areas of life to allow the consumer to be successful in employment.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed

and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

4) This Amendment:

This Amendment includes an increase for Intensive Case Management Services (Children) in the amount of Eight Thousand Three Hundred Four Dollars (\$8,304.00) as a result of additional OMH state funding. This additional funding shall be used to provide additional Intensive Case Management Services (Children) or to offset increased costs of providing this program.

Total Funding Requested: \$1,227,505.00

Account #A4310.49525

Oneida County Dept. Funding Recommendation: \$1,227,505.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State \$1,227,505.00

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

AMENDMENT

THIS AMENDMENT made the twentieth (20th) day of April, 2016, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Resource Center for Independent Living, Inc.**, having its principal office located at 409 Columbia Street, Utica, NY 13502 (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Intensive Case (ICM)/Health Home Management Services, the Children/Youth Intensive Case Management (ICM) Services, Ongoing Integrated Supported Employment (OISE), and Assisted Competitive Employment (ACE) with a term from January 1, 2014 through December 31, 2016 (the "Original Agreement"), and

WHEREAS, the Original Agreement (Oneida County contract number 014244) was thereafter amended to reflect changes in state funding twice, including contract numbers 015016 and 2987, which amendments, when coupled with the Original Agreement, form what shall herein be referred to as the "Current Agreement"; and

WHEREAS, due to an increase in funding from the New York State Office of Mental Health (OMH), the parties again desire to amend the Current Agreement regarding the following provisions; and

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

1. The Current Agreement shall be amended to include:
 - a. An increase in the funding for 2016 as follows;
 - i. Intensive Case Management Services (Children) in the amount of Eight Thousand Three Hundred Four Dollars (\$8,304.00) as a result of additional OMH state funding. This additional funding shall be used to provide additional Intensive Case Management Services (Children) or to offset increased costs of providing this program.
2. The above changes in funds will result in a new total for 2016 of Four Hundred Fifteen Thousand Four Hundred Eighty Six Dollars and no cents (\$415,486.00). This will result in a three year funding total of One Million Two Hundred Twenty Seven Thousand Five Hundred Five Dollars and no cents (\$1,227,505.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Current Agreement remain in effect without change or alteration.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

County of Oneida

Resource Center for Independent Living, Inc.

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

By: _____
Zvia McCormick
Executive Director

Approved

Raymond F. Bara
Assistant County Attorney

Total Funding Full Three Years: \$1,227,505.00

| APPENDIX A CONTRACT BUDGET 2014 - 2016 | | | |
|---|---------------------|------------|---------------------|
| | 2014 | # Payments | Total Amount |
| OMH | \$404,837.00 | | |
| Total State Aid | \$404,837.00 | | |
| County Funds | \$0.00 | | |
| TOTAL FUNDING | \$404,837.00 | | |
| Monthly Voucher Amount January - November | \$33,736.00 | 11 | \$371,096.00 |
| Final Voucher Amount December | \$33,741.00 | 1 | \$33,741.00 |
| | | | <u>\$404,837.00</u> |

| 2015 | | | |
|--|---------------------|------------|---------------------|
| | 2015 | # Payments | Total Amount |
| OMH | \$407,182.00 | | |
| Total State Aid | \$407,182.00 | | |
| County Funds | \$0.00 | | |
| TOTAL FUNDING | \$407,182.00 | | |
| OMH | | | |
| Monthly Voucher Amount January - November | \$33,736.00 | 11 | \$371,096.00 |
| Final Voucher Amount December Supplemental COLA Voucher Amount | \$33,741.00 | 1 | \$33,741.00 |
| | \$2,345.00 | 1 | \$2,345.00 |
| | | | <u>\$407,182.00</u> |

| 2016 | | | |
|--|---------------------|------------|---------------------|
| | 2016 | # Payments | Total Amount |
| OMH | \$415,486.00 | | |
| Total State Aid | \$415,486.00 | | |
| County Funds | \$0.00 | | |
| TOTAL FUNDING | \$415,486.00 | | |
| OMH | | | |
| Monthly Voucher Amount January - May | \$33,931.00 | 6 | \$203,586.00 |
| Monthly Voucher Amount June - November | \$35,317.00 | 5 | \$176,585.00 |
| Final Voucher Amount December | \$35,315.00 | 1 | \$35,315.00 |
| | | | <u>\$415,486.00</u> |

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

July 22, 2016

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

FN 20 16-320
HEALTH & HUMAN SERVICES

Re: Contract #: 2044 – Preschool Related Services

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an Amendment between Oneida County through its Health Department and 3 Circles Therapy: OT, PT, SLP Services, PLLC.

New York State has approved new Related Services rates for the Education and Transportation of the Handicapped Children Program. This program is supported by funds from the New York State Department of Education.

This Amendment to the Original Agreement adds a new Group Related Services rate; adds the Related Services of Assistive Technology and Counseling; and allows a rate increase for 1:1 Aide, Teacher of the Hearing Impaired and Teacher of the Visually Impaired to be incorporated into the original Agreement.

This Amendment is effective as of July 1, 2016. There is no additional funding requested.

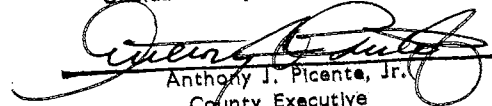
If this Amendment meets with your approval, please sign where indicated.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

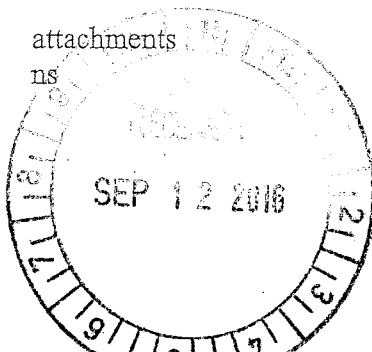

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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


Anthony J. Picente, Jr.
County Executive

Date: 9/12/16

attachments
ns



"Promoting and Protecting the Health of Oneida County"

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: 3 Circles Therapy: OT, PT, SLP Services PLLC
23 Mexico Street
Camden, NY 13316

Title of Activity or Service: Amendment to the Original Agreement to approve a new
Related Services Rates Schedule

Proposed Dates of Operation: Effective as of July 1, 2016 – June 30, 2018

Client Population/Number to be Served: Eligible children

Summary Statements

- 1) **Narrative Description of Proposed Services:** New York State has approved new Related Services rates for Related Services for the Education of Handicapped Children Program. This program is supported by funds from the New York State Department of Education.
- 2) **Program/Service Objectives and Outcomes:** Remediation of students with disabilities
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: No additional funding requested – original contract not to exceed \$520,000.00.

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

PRESCHOOL RELATED SERVICES AMENDMENT

THIS AMENDMENT made the 1st day of July 2016, by and between COUNTY OF ONEIDA, a New York municipal corporation, through its Health Department, located at 185 Genesee Street Utica, New York 13501 (hereinafter referred to as the "County") and 3 Circles Therapy: OT, PT, SLP Services, PLLC, a New York Limited Liability company located at 23 Mexico Street, Camden, New York 13316, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the County and the Contractor entered into an agreement for the Contractor to perform the Related Services function for the County's Education and Transportation of Handicapped Children Program (the "Original Agreement" contract #2044) and that this Original Agreement is in effect until June 30, 2018; and

WHEREAS, this program is supported by funds from the New York State Department of Education and the New York State Department of Education sets the rate(s) of compensation for said services; and

WHEREAS, the Original Agreement contemplated the possibility of a rate change for the services provided under the Original Agreement, and contemplated the need for an amendment to the Original Agreement if the New York State Department of Education set forth a revised Related Service Rates Schedule; and

WHEREAS, New York State Department of Education has set forth a revised Related Service Rates Schedule; and

WHEREAS, the parties intend to incorporate the revised Related Service Rates Schedule into the Original Agreement;

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


1. This Amendment will be effective July 1, 2016.
2. The section entitled "Oneida County Related Service Rates Schedule," referenced as "Attachment C" in the Original Agreement, shall be replaced with the revised "Oneida County Related Service Rates Schedule," which shall also be referred to as "Attachment C," and which is attached to this Amendment.
3. All other terms of the Original Agreement remain in effect without change or alteration.
4. There is no additional funding associated with this Amendment.

IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

County of Oneida

Contractor

By: _____

By: 

Anthony J. Picente, Jr.
Oneida County Executive

Alison Eisnor-Pitcher
Partner

Approved

Raymond F. Bara
Assistant County Attorney

ATTACHMENT C

ONEIDA COUNTY RELATED SERVICE RATES SCHEDULE

| RELATED SERVICES | MAXIMUM INDIVIDUAL HALF HOUR RATE | COORDINATION HALF HOUR BLOCK RATE |
|------------------|--------------------------------------|---|
|------------------|--------------------------------------|---|

| | | |
|-------------------------------|---------------------------------|------|
| Audiology | \$48 | \$30 |
| Assistive Technology Services | \$48 | |
| Counseling Services | \$48 | \$30 |
| Occupational Therapy | \$48 | \$30 |
| Orientation & Mobility | \$48 | |
| Physical Therapy | \$48 | \$30 |
| Speech Therapy | \$48 | \$30 |
| Teacher of Hearing Impaired | \$48 | |
| Teacher of Visually Impaired | \$48 | |
| Aide 1:1 | \$ 10 | |
| RELATED SERVICE | MAXIMUM GROUP HALF HOUR RATE | |

| | |
|-------------------------------|---------|
| Assistive Technology Services | \$25.00 |
| Audiology | \$25.00 |
| Counseling Services | \$25.00 |
| Occupational Therapy | \$25.00 |
| Physical Therapy | \$25.00 |
| Speech Therapy | \$25.00 |
| Teacher of Hearing Impaired | \$25.00 |
| Teacher of Visually Impaired | \$25.00 |

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 29, 2015

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive
Date 9/16/16

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators between the Oneida County Department of Social Services and City of Utica for Health and Safety Outreach Program.

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

The Department needs a more intensive and coordinated approach to provide a health and safety outreach program to individuals receiving assistance through the Department. A Health and Safety outreach program will educate individuals and families on the health and safety services and options available in the community and raise awareness of safety precautions.

The Agreement has a term of January 1, 2016 through December 31, 2018 at a total program cost of \$282,000 per calendar year with a maximum agreement cost of \$ 846,000 with a local share of 40.99% of the program cost or \$ 346,775.40.

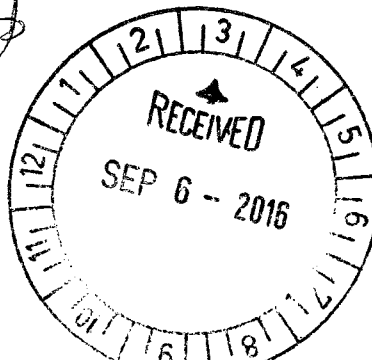
I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato

Lucille A. Soldato
Commissioner



11/29/15
48101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica CODES

Title of Activity or Services: Health and Safety Outreach Program

Proposed Dates of Operations: January 1, 2016 through December 31, 2018

Client Population/Number to be Served: All applicants for and recipients of the Department of Social Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Department needs a more intensive and coordinated approach to provide a health and safety outreach program to individuals receiving assistance through the Department. A Health and Safety Outreach program will educate individuals and families on the health and safety services and options available in the community and raise awareness of safety precautions.

2). Program/Service Objectives and Outcome-

- Contractor shall provide Health and Safety Outreach Officers utilizing Code inspectors to provide the outreach. Such Code Inspectors would provide health and safety outreach to participants of this program.
- Contractor agrees that said Health and Safety Outreach Officer shall perform the following health and safety outreach duties:
 - Provide home visits to clients within the City of Utica that participate in the Department's health and safety outreach program.
 - Distribute a health and safety packet to the client and educate the client on such packet.

3). Program Design and Staffing Level -

Total Funding Requested: \$ 282,000 per calendar year maximum \$ 846,000 for the duration of the agreement

Mandated or Non-Mandated – This contract is Non-Mandated however it does educate individuals

on the health and safety services and options available in the community and raise awareness of safety precautions.

Oneida County Dept. Funding Recommendation: Account #: A6012.49541

Proposed Funding Source (Federal \$ /State \$ / County \$):

| | |
|---------|-------------------------|
| Federal | 47.73 % - \$ 403,795.80 |
| State | 11.28 % - \$ 95,428.80 |
| County | 40.99 % - \$ 346,775.40 |

Cost Per Client Served:

Past performance Served: The cost for this service is \$282,000 per year.

O.C. Department Staff Comments: The Department is satisfied with the service being provided by this Contractor.

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT, made and entered in to, between Oneida County through its Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the City of Utica, with principal offices at City Hall 1 Kennedy Plaza, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department needs a more intensive and coordinated approach to provide a health and safety outreach program to individuals receiving assistance through the Department; and

WHEREAS, the Department requires a means to provide habitability standards inspections for temporary housing Hotel/Motel facility accommodations that the department utilizes; and

WHEREAS, the Department desires to establish a Health and Safety Outreach Program ("Program") to promote the safety and well-being of children and adults in a family unit; and

WHEREAS, the Department desires to establish a program to provide for the habitability inspections of Hotel/Motel facilities used by the Department for temporary housing; and

WHEREAS, this program would provide clients with then necessary education and needed information as to how to maintain a healthy and safe living environment for their family to support well-being; and

WHEREAS, the program would also provide for the inspection of the habitability standards for temporary housing accommodations located at Hotel/Motel facilities as required by New York Codes, Rules and Regulations (NYCRR) 352.3 (g); and

WHEREAS, the Contractor desires to provide the Health and Safety outreach services, as well as the inspection of habitability standards for temporary housing Hotel/Motel accommodations services of this Program to its residents.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

1. SCOPE OF SERVICES HEALTH AND SAFETY PROGRAM

A. The Department shall:

- i. Provide the Contractor with the Health and Safety Packets to be utilized. The Health and Safety Packet will include safety information, including but not limited to, safety in the home, safe sleep practices, community help lines such as domestic violence etc.
- ii. Provide client information release forms to clients to participate in the Program.

- iii. Provide reports, documents and other information that will enable the Contractor to perform its duties under the contract.

B. The Contractor shall:

- i. Provide Health and Safety Outreach Officers utilizing Code inspectors to provide the outreach. Such Code Inspectors would provide health and safety outreach to participants of this Program. The Contractor agrees that said Health and Safety Outreach Officer shall perform the following health and safety outreach duties:
 - a. Provide home visits to clients within the City of Utica that participate in the Department's health and safety outreach program.
 - b. Distribute a health and safety packet to the client and educate the client on such packet.
 - c. Obtain a signature from all participating clients indicating that they indeed received the Health and Safety Packet from the Health and Safety Officer.
 - d. Health and Safety Officer will forward client signed forms to the Department liaison so that the Department is able to document client participation.
- ii. Provide data and reports to the Department when there is a violation of law which is dangerous, hazards or detrimental to life or health.
- iii. Attend all meetings with the Department necessary to allow the Department to insure the satisfactory performance of the duties set forth in this Agreement.
- iv. Attend all training required by Federal, State or Local law, rule or regulation necessary to the performance of the duties set forth in this Agreement.

2. **SCOPE OF SERVICES FOR HABITABILITY HOTEL/MOTEL INSPECTIONS**

A. The Contractor shall:

- i. Perform Hotel/Motel inspections utilizing Code inspectors to provide required habitability inspections of Hotel/Motel facilities in the City of Utica utilized by the Department for temporary housing accommodations. Such Code Inspectors would provide inspections of said facilities. The Contractor agrees that said Code Inspectors shall perform the following habitability inspection duties:
 - a. Perform six (6) month habitability inspections of Hotel/Motel facilities within the City of Utica utilized by the Department for temporary housing needs for those individuals who are deemed homeless as required by New York Codes, Rules and Regulations (NYCRR) 352.3 (g).
 - b. Distribute information to the Hotel/Motel facilities specifying the habitability standards for temporary housing as defined by New York Codes, Rules and Regulations (NYCRR) 352.3 (g).
 - c. Complete habitability standards inspection reports provided by the Department Liaison for temporary housing accommodations for all hotel/motel facilities utilized by the Department to provide temporary housing accommodations.
 - d. Codes Inspectors will forward completed inspection reports to the Department Liaison so that the Department is able to document habitability

inspections. The required forms meeting New York Codes, Rules and Regulations (NYCRR) 352.3 (g) will be provided by and returned to the Department Liason.

- ii. Provide data and reports to the Department when there is a violation of law which is dangerous, hazards or detrimental to life or health.
- iii. Attend meetings with the Department as reasonably necessary to allow the Department to insure the satisfactory performance of the duties set forth in this Agreement.
- iv. Attend all training required by Federal, State or Local law, rule or regulations necessary to the performance of the duties set forth in this Agreement.

B. Oneida County Department of Social Services Liason: All inspection reports and related correspondence shall be mailed to:

Vicky Conover
Oneida County Department of Social Services
Contract Administration, 4th Floor
800 Park Avenue
Utica, New York 13501

The Department Liason is responsible for notifying the Codes Inspectors of the required six (6) month inspections in writing. All forms to be completed pertaining to the required inspections in accordance with New York Codes, Rules and Regulations (NYCRR) 352.3 (g) will be obtained from and returned to the Department Liason.

C. The parties mutually agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

3. PERFORMANCE OF SERVICES

A. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, 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. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the Department, in in compliance with any and all applicable Federal, State or Local Laws and Regulations.

Contractor shall expressly advise the Assistants of the terms of this Agreement.

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

D. Contractor shall inform the Department within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and Department maintains the right to contract with other individuals or entities to perform the same services.

4. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor to the Department shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the Department for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he 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 Department.

B. Contractor warrants and represents that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and Department agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.

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

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

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the Department 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 regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

5. TERM OF AGREEMENT

A. This Agreement shall commence January 1, 2016 and terminate December 31, 2018.

B. The option to renew this Agreement is at the sole discretion of the County and the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

6. REIMBURSEMENT

A. Department shall reimburse Contractor \$282,000.00 per calendar year for the duration of this Agreement.

B. Total compensation under this agreement shall not exceed \$846,000.00.

C. The Department shall make monthly payments to the Contractor upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data as required, as well as the expenditure data.

7. EXPENSES

A. Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

8. TRAINING

A. Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, Contractor shall be

fully responsible for her or her 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. RECORD RETENTION

A. Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

10. TERMINATION

- A. Either party may, upon (30) days written notice to the other party, terminate this Agreement.
- B. The Department may terminate this Agreement immediately if for cause or if needed State or Federal reimbursement is terminated or not allowed.

11. MISCELLANEOUS PROVISIONS

- A. Contractor shall not assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the Department.
- B. The City of Utica Commissioner of Codes Enforcement and the Oneida County Commissioner of Social Services are hereby designated and authorized as the agent of each respective municipality for the purpose of administrating this Agreement.
- C. Should any written notice be required by either party for the purpose of this agreement such notice shall be sent to the following individuals at the addresses set forth below:

Contractor: Mayor of the City of Utica
City Hall, 1 Kennedy Plaza
Utica, New York 13501

Department: Commissioner of Oneida County
Department of Social Services
800 Park Avenue
Utica, New York 13501

D. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

12. ADVICE OF COUNSEL

A. 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.

13. 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. 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.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente, Jr., Oneida County Executive

Approved: _____

Amanda Lynn Cortese, Special Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____ City of Utica

Mayor: _____

Robert Palmieri, Mayor

APPENDIX A

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 five 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 or 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 County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants of, 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:
 - 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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may for 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 register 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 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 contract, 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 contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- 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 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 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.
 - 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
 - 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 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 the 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
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract 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 years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this

contract. 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:

- a) 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.
- b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
- e) 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 contract 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 years.

- n. By signing this contract, the Contractor certifies that within the past three 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 Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - 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.
 - 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
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 - 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, Department

may require as a condition precedent to entering into the contract 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 contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, 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 contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a 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 Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and 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 ON 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 County 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, 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 contract with children in the care or custody of the Department. Any other 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. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor 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 sub-contractor 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 Contractors, or its sub-contractor'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 all Contract 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 and 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 contract period or deem this contract 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 the contract. 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 Contract 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, or 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:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the 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 the 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 accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- 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;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- 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;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- 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 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 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 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 the contract, 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 the contract, 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, 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/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

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 the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 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, 41CFR 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 local Department of Social Services. 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.

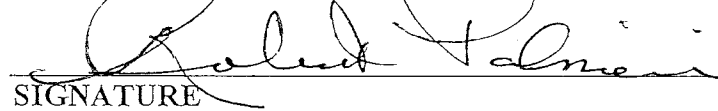
As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

City of Utica

NAME OF CONTRACTED AGENCY

Robert Palmieri, Mayor

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

DATE

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

I, the undersigned, an employee of _____, (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: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2018, 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. Executor 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. Certification 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:

1. 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, and 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.
2. 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.
 3. 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,
1. 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 contracts 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 indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) 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; and
 2. 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:
1. 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 on-going 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);
- d. Notifying the employee in the statement required by paragraph (a) 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) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position 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 subparagraph (d)(2), 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),(f).

2. 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, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. 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
2. 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 (HIPPA).**

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:
 1. 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;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, 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:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. 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;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. 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
 9. 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 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:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. 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
 3. 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 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 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 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 moneys 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 thereof, 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 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, 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 affirms, under penalty of perjury, 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 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 pertinent 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 attachments, 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 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) 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. The number is 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 payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) 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. (2) 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 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 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 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 responsibility of the Contractor 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 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 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 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/Contractor, any person signing on behalf of any Bidder/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 (OGS) website, that to the best of its knowledge and belief, that each Bidder/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/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/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.

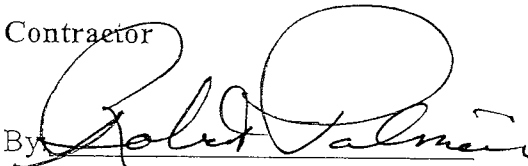
During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 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/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/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/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

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

Contractor
By: 
Robert Palmieri
Mayor

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney