

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 MAY 13, 2020

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2020-182 . . .	Ways & Means	.....
2020-183 . . .	Ways & Means	.....
2020-184 . . .	Airport, Ways & Means	.....
2020-185 . . .	Health & Human Services, Ways & Means	.....
2020-186 . . .	Health & Human Services, Ways & Means	.....
2020-187 . . .	Public Safety, Ways & Means	.....
2020-188 . . .	Public Safety, Ways & Means	.....
2020-189 . . .	Public Safety, Ways & Means	.....
2020-190 . . .	Public Safety, Ways & Means	.....
2020-192 . . .	Public Works, Ways & Means	.....
2020-193 . . .	Public Works, Ways & Means	.....
2020-194 . . .	Public Works, Ways & Means	.....
2020-195 . . .	Public Works, Ways & Means
2020-196 . . .	Ways & Means
2020-197 . . .	Public Safety, Ways & Means

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 20 - 182

April 21, 2020

Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Honorable Members:

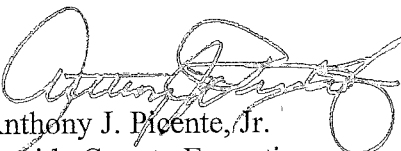
I submit herewith for your approval the appointment of six (6) members from the Oneida County Volunteer Firemen's Association to serve on the Oneida County Fire Advisory Board:

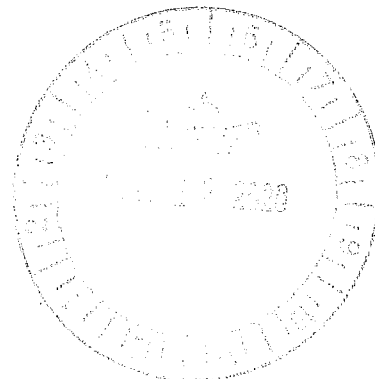
Dave Parda – Deansboro Fire Department	Term Expiring December 31, 2020
Chad Goodier – Verona Fire Department	Term Expiring December 31, 2020
Melody Kalk – Vernon Fire Department	Term Expiring December 31, 2020
Tom Dwyer – New York Mills Fire Department	Term Expiring December 31, 2021
Hobart “Phil” Dana – Floyd Fire Department	Term Expiring December 31, 2021
Thomas Rothdiener – Oriskany Fire Department	Term Expiring December 31, 2021

I respectfully request that you approve their appointments at your earliest convenience.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive





Oneida County Volunteer Firemen's Association Inc
444 Coventry Ave Apt R
Utica NY 13502

April 20, 2020

County Executive Anthony Picente
Oneida County Office Building
800 Park Ave
Utica NY 13501

Dear Mr. Picente,

At the regular meeting of the Oneida County Volunteer Fireman's Association on November 21, 2019 it was approved to appoint the following members as our representatives to the Oneida County Fire Advisory Board.

The following terms expire in 2020

Kevin Lansing – Whitesboro Fire Department
Dave Parda – Deansboro Fire Department
Chad Goodier – Verona Fire Department
Melody Kalk – Vernon Fire Department

The following terms expire in 2021

Hobart "Phil" Dana – Floyd Fire Department
Tom Dwyer-New York Mills Fire Department
Thomas Rothdiener – Oriskany Fire Department

Any questions can be directed to David Glenn at (315) 534-5048 or daveglenn37@gmail.com

Sincerely,

Andy Frank
Secretary - Oneida County Volunteer Firemen's Association



ANTHONY R. CARVELLI
COMMISSIONER



ONEIDA COUNTY
DEPARTMENT OF FINANCE

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

May 1, 2020

FN 20 20-283

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

WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on ***Mortgage Tax Receipts***.

Please submit this to the Board of Legislators for their approval.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/ty

Enclosure

Cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.
County Executive

Date 5/1/20

**MORTGAGE TAX RECEIPTS AND DISTRIBUTION
FOR THE PERIOD ENDING MARCH 2019**

WHEREAS: The Oneida County Clerk and the Commissioner of Finance
Have prepared and submitted to the Board of County Legislators
their joint Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of **\$1,586,007.76**
to be distributed to the various towns, cities and villages pursuant to
Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby
is authorized and directed to remit payments in the amount shown
in said semi-annual report on the Mortgage Tax Receipts, as adjusted by
NYS.

APPROVED:



**Department of
Taxation and Finance**

April 30, 2020

Sandra J. DePerno
Oneida County Clerk
800 Park Avenue
Utica, NY 13501

Re: Semi-Annual Report for the period October 1, 2019 through March 31, 2020.

Dear Ms. DePerno,

Your joint Semi-Annual Report, NY Form AU-202, which we received on April 23, 2020 is approved. The net amount of \$1,586,007.76 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

Joseph Mayer

Joseph Mayer
Excise Tax Technician 2
Telephone: (518) 862-6074

RECEIVED
APR 30 2020
ONEIDA COUNTY
COMMISSIONER OF FINANCE

PART II

Distribution Statement
 (Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

Credit Statement
 (Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

	2	3	4	5	6
	Taxes Collected	*Additions	*Deductions	Taxes Adj Corr	Amount Due Tax District
MUNICIPALITY					
ANNSVILLE	9,949.00	0.00	0.00	9,949.00	9,194.43
AUGUSTA	23,969.00	0.00	0.00	23,969.00	22,151.09
AVA	1,050.00	0.00	0.00	1,050.00	970.36
BOONVILLE	28,637.70	0.00	0.00	28,637.70	26,465.70
BRIDGEWATER	3,757.00	0.00	0.00	3,757.00	3,472.05
CAMDEN	36,478.50	0.00	0.00	36,478.50	33,711.82
DEERFIELD	33,362.04	0.00	0.00	33,362.04	30,831.73
FLORENCE	2,612.50	0.00	0.00	2,612.50	2,414.36
FLOYD	24,475.50	0.00	0.00	24,475.50	22,619.18
FORESTPORT	34,555.00	0.00	0.00	34,555.00	31,934.22
KIRKLAND	58,089.58	0.00	0.00	58,089.58	53,683.83
LEE	53,917.65	0.00	0.00	53,917.65	49,828.31
MARCY	70,200.11	0.00	0.00	70,200.11	64,875.84
MARSHALL	17,769.42	0.00	0.00	17,769.42	16,421.71
NEW HARTFORD	214,296.88	0.00	0.00	214,296.88	198,043.72
PARIS	56,264.50	0.00	0.00	56,264.50	51,997.17
REMSEN	13,345.50	0.00	0.00	13,345.50	12,333.32
ROME	202,599.32	0.00	0.00	202,599.32	187,233.35
SANGERFIELD	17,746.50	0.00	0.00	17,746.50	16,400.53
STEBEN	5,134.50	0.00	0.00	5,134.50	4,745.08
TRENTON	43,165.50	0.00	0.00	43,165.50	39,891.65
UTICA	282,440.76	0.00	0.00	282,440.76	261,019.29
VERNON	59,360.92	0.00	0.00	59,360.92	54,858.74
VERONA	105,496.84	0.00	0.00	105,496.84	97,495.53
VIENNA	60,563.50	0.00	0.00	60,563.50	55,970.12
WESTERN	22,757.00	0.00	0.00	22,757.00	21,031.02
WESTMORELAND	45,848.19	0.00	0.00	45,848.19	42,370.87
WHITESTOWN	188,326.17	0.00	0.00	188,326.17	174,042.74
Total Tax Districts 28	1,716,169.08	0.00	0.00	1,716,169.08	1,586,007.76

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

NEW YORK STATE MORTGAGE TAX SEMIANNUAL REPORT!

COUNTY OF Oneida FOR THE PERIOD OF October 2019 THROUGH March 2020
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE 0.9241558880

Months	BASIC TAX DISTRIBUTED						ALL OTHER TAXES DISTRIBUTED					
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurer's Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA
Oct	344,521.00	34.37	22,537.24	0.00	322,018.13	0.00		322,018.13	0.00	148,571.00		111,042.57
Nov	287,204.00	52.82	22,348.27	0.00	264,908.55	0.00		264,908.55	0.00	122,896.44		94,720.78
Dec	289,398.50	38.09	20,847.41	0.00	268,589.18	0.00		268,589.18	0.00	163,665.99		92,195.75
Jan	322,712.02	15.68	21,401.73	0.00	301,325.97	0.00		301,325.97	0.00	150,751.59		121,056.56
Feb	270,445.50	26.24	21,802.17	0.00	248,669.57	0.00		248,669.57	0.00	117,704.41		97,918.32
Mar	201,888.06	16.11	21,407.81	0.00	180,496.36	0.00		180,496.36	0.00	97,994.72		61,110.34
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Totals	1,716,169.08	183.31	130,344.63	0.00	1,586,007.76	0.00		1,586,007.76	0.00	801,584.15		578,044.26

[Signature] Recording Officer
[Signature] Treasurer



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

CHAD LAWRENCE
Commissioner of Aviation

April 22, 2020

FN 20 2 100

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

WAYS & MEANS

Dear County Executive Picente:

Please consider acceptance of a grant offer for Airport Improvement Program (AIP) No. 3-36-0119-051-2020 Reconstruct Runway Phase 15-33 Phase 3 Construction. This project includes the third section of concrete runway reconstruction with an area of approximately 2,750 feet long by 200 feet wide.

To complete the construction of Phase III it will be necessary to amend the current capital project. It is estimated the construction of runway Phase III will be a total cost of \$5,061,507.

It is therefore request to amend **Capital Project H-565 – Griffiss Intl. – Runway 15-33 Rehab** as follows:

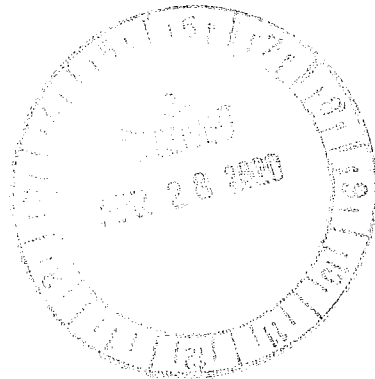
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
FAA	\$ 16,503,178	\$ 4,808,432	\$ 21,311,610
State	\$ 916,844	\$ 253,075	\$ 1,169,919
Local	\$ 916,843	\$ 0	\$ 916,843
Total	\$ 18,336,865	\$ 5,061,507	\$ 23,398,372

Thank you for the Board's kind attention to this request.

Sincerely,

Chad Lawrence

Chad Lawrence
Commissioner



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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 4/28/20

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4,555,356.00"/>
* b. Applicant	<input type="text" value="253,076.00"/>
* c. State	<input type="text" value="253,075.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="5,061,507.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:



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

CHAD LAWRENCE
Commissioner of Aviation

April 22, 2020

FN 20 20 - 184

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

WAYS & MEANS

Dear County Executive Picente:

Please consider acceptance of a grant offer for Airport Improvement Program (AIP) No. 3-36-0119-051-2020 Reconstruct Runway Phase 15-33 Phase 3 Construction. This project includes the third section of concrete runway reconstruction with an area of approximately 2,750 feet long by 200 feet wide.

To complete the construction of Phase III it will be necessary to amend the current capital project. It is estimated the construction of runway Phase III will be a total cost of \$5,061,507.

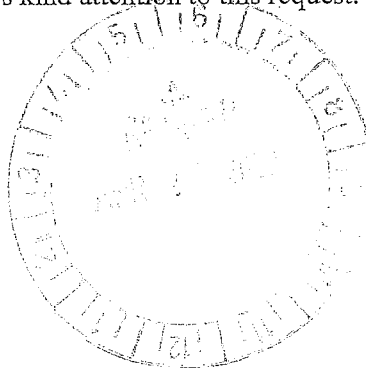
It is therefore request to amend **Capital Project H-565 – Griffiss Intl. – Runway 15-33 Rehab** as follows:

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
FAA	\$ 16,503,178	\$ 4,808,432	\$ 21,311,610
State	\$ 916,844	\$ 253,075	\$ 1,169,919
Local	\$ 916,843	\$ 0	\$ 916,843
Total	\$ 18,336,865	\$ 5,061,507	\$ 23,398,372

Thank you for the Board's kind attention to this request.

Sincerely,

Chad Lawrence
Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 4/28/20

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4,555,356.00"/>
* b. Applicant	<input type="text" value="253,076.00"/>
* c. State	<input type="text" value="253,075.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="5,061,507.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

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

March 2, 2020

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are two (2) copies of an Affiliation Agreement between Oneida County through its Health Department and the University of Alaska Anchorage (UAA) through its Division of Population Health Sciences.

This agreement will allow UAA students to participate in public health practicum field experiences. The practicum field experiences are intended to increase student knowledge and understanding of public health as it affects the residents and visitors of Oneida County.

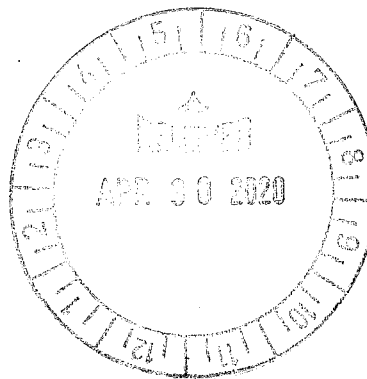
This agreement will commence on execution and continue through December 31, 2023 unless earlier terminated. There is no expense to the County for this agreement.

If this meets with your approval, please forward to the Board of Legislators for further review.

Sincerely,

Phyllis D. Ellis PB
Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

Attachments
CM



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

Anthony J. Picente, Jr.
County Executive

Date 4/29/20

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: University of Alaska Anchorage
3211 Providence Dr.
Anchorage, AK 99508

Title of Activity or Service: Public Health Field experience

Proposed Dates of Operation: Date of execution- 12/31/2023

**Client Population/Number to
be Served:** Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** The agreement will allow students to participate in a public health program to gain practical experience. The practical field experience will increase student knowledge and understanding of public health as it affects the residents and visitors of Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To ensure new professionals in public health have practical public health experience.
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$0.00

Expense Account: A4010.195

Revenue Account:

Oneida County Dept. Funding Recommendation: \$0.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



**Department of
Health Sciences**

UNIVERSITY of ALASKA ANCHORAGE

AFFILIATION AGREEMENT

Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at 800 Park Avenue, Utica, New York 13501, through its Department of Health located at 185 Genesee Street, Utica, New York 1501 (hereinafter collectively called the "Affiliate") agrees to permit the University of Alaska Anchorage, an accredited institution within the University of Alaska statewide system, through its Division of Population Health Sciences (hereinafter collectively "UAA") to place students properly enrolled in their Bachelor of Science in Health Sciences (BSHS) or Masters of Public Health (MPH) programs in its facility for a supervised, practicum experience subject to the following provisions.

A. UAA'S RESPONSIBILITIES

1. UAA will conduct its program in conformity with all applicable state and federal laws and regulations.
2. UAA will select and place eligible students for a supervised experience.
3. UAA will inform the Affiliate of the purposes of the program and the educational level of and types of performance expected from students.
4. UAA will provide a faculty coordinator to act as liaison with the student and the Affiliate placement supervisor. The faculty coordinator will meet with the Affiliate placement supervisor once per semester to review each student's progress toward accomplishing course objectives and will solicit the assistance of the Affiliate in evaluating each student's progress.
5. UAA will require participating students to:
 - o Abide by the rules of dress and conduct and other reasonable regulations of the Affiliate and to exercise the highest degree of care when using the Affiliate's supplies and equipment.
 - o Contact the Affiliate field instructor if unable to work at scheduled times.
 - o Assume responsibility for any necessary make-up work resulting from absences.
 - o Follow the guidelines in the UAA practicum syllabus and the BSHS/MPH Program Policies and Information.
 - o Take responsibility for working within the Affiliate's policies and procedures.
 - o Maintain confidentiality in accordance with the Affiliate's practices and the BSHS/MPH Program Policies and Information and professional ethics.

B. AFFILIATE'S RESPONSIBILITIES

1. The Affiliate will accept a mutually agreed-upon number of students for placement dependent upon the Affiliate's schedule and availability.
2. The Affiliate will establish a timetable for each student based on a mutually acceptable schedule between the student and the Affiliate.

Page 1 of 5

Affiliation Agreement: Oneida County Health Department
Utica, NY

3. The Affiliate will provide the necessary logistical support for the student during the supervised, practicum experience.
4. The Affiliate will provide a field instructor to work with the student.
5. The field instructor will meet with the student at least one hour per week concerning the student's learning experiences.
6. The field instructor will provide a written final evaluation to the student at the end of the semester.
7. The Affiliate will respect the confidentiality of information about the student.
8. The Affiliate will inform students of site-specific safety hazards including emergency action plans.

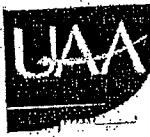
C. GENERAL PROVISIONS

1. There will be no monetary reimbursement from either party to the other for the mutual benefits received under this Affiliation Agreement, nor will any student be reimbursed for services performed incidental to this Affiliation Agreement.
2. Students placed with the Affiliate shall not be deemed to be employees, subcontractors or agents of Affiliate.
3. Neither party shall do, or permit anything to be done, which in any manner shall subject the other party to any liability as a result of this Affiliation Agreement. Both parties shall be solely responsible for the supervision, acts, and omissions of their employees, subcontractors, and agents, if any. Each party is responsible for its own negligence or wrongful actions according to applicable law. UAA shall be responsible for the negligence or wrongful actions of students placed with Affiliate. Neither party shall have a contractual obligation to indemnify or hold harmless the other party.
4. Students placed with the Affiliate are covered for professional liability through a blanket University of Alaska policy through the Statewide Office of Risk Management. This coverage is only in place during academic semesters unless otherwise arranged with Risk Management. The University of Alaska understands that the Affiliate does not provide Workers' Compensation or General Liability Insurance coverage for students' placement with the Affiliate, and the University of Alaska waives any requirement that the Affiliate carry such policies to cover students placed with the Affiliate.
5. UAA is an affirmative action/equal opportunity employer and educational institution. UAA and the Affiliate subscribe to the policy of equal opportunity and will not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. UAA's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Both institutions shall abide by these principles in the administration of this Affiliation Agreement and neither institution shall impose criteria which would violate the principles of non-discrimination. Both parties agree to comply with all federal and state laws governing discrimination and harassment including, but not limited to, Title IX of the Education Amendments Act of 1972, as applicable. UAA is required to follow Board of Regents' Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs. Contact information, applicable laws, and

complaint procedures are included on the University of Alaska's statement of nondiscrimination available at www.alaska.edu/titleIXcompliance/nondiscrimination.

6. All communications between UAA and the Affiliate shall adhere to the client confidentiality requirements of each of the parties. All obligations of UAA and the Affiliate regarding confidentiality and disclosure of information contained in this Affiliation Agreement shall survive the termination of this Affiliation Agreement and remain binding upon their successors and assigns.
7. All confidential information in the possession of the Affiliate which becomes available to a student or UAA by virtue of this Affiliation Agreement or the relationship created by this Affiliation Agreement shall be held in strict confidence by the student and UAA in compliance with (1) 45 C.F.R. Parts 160 and 164 under the Health Insurance Portability and Accountability Act (HIPAA) regarding individually identifiable health information; (2) 42 C.F.R. Part 2 regarding substance abuse treatment records; and (3) state law requirements relating to the privacy, security and administration of health information and other personally identifiable information, including but not limited to the Alaska Personal Information Protection Act. Such confidential disclosures that are made or become available to a student or UAA are made in reliance on this Affiliation Agreement.
8. Personally identifiable information from students' education records shall be disclosed only in accordance with the Family Educational Rights and Privacy Act (FERPA). The Affiliate and its officers, employees and agents may use information from education records only for the purposes for which the disclosure was made. The Affiliate and its officers, employees and agents shall not disclose information from education records to any other party without first having received written consent of the student and having obtained assurances that the other party will fully comply with the provisions of FERPA and that no further disclosure by such party shall be permitted.
9. This Affiliation Agreement shall become effective on the latest date of signature appearing below, and shall remain in effect until December 31, 2023 unless terminated prior to this date in accordance with the provisions of paragraph C-9.
10. This Affiliation Agreement may be terminated by either party by providing written notice to the other party at least 30 days prior to the date of the proposed termination. In the event of termination, the parties will make good faith efforts to allow currently placed students to complete their placements.
11. The parties shall abide by the attached Standard Oneida County Conditions Addendum.

[SIGNATURES APPEAR ON THE NEXT PAGE]



**Department of
Health Sciences**
UNIVERSITY of ALASKA ANCHORAGE

The parties, by and through their duly authorized representative, indicate their willingness to be bound by the foregoing provisions by affixing their respective signatures below:

Onida County
800 Park Ave.
Utica, NY 13501

University of Alaska Anchorage
3211 Providence Dr.
Anchorage, AK 99508

Anthony J. Picente, Jr.
County Executive

[Handwritten Signature]

Name: Title

Date

4/15/20

Date

Approved:

Maryangela Scalzo, Assistant County Attorney

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

i. Upon all real property owned or leased by the County of Oneida;
and

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

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

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

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



Notice of Nondiscrimination

Title IX Compliance	
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Notice of Nondiscrimination

The Office for Civil Rights requires schools and colleges to implement specific and continuing steps to inform students and others of the protections against discrimination on the basis of sex. The notification must state that the requirement of nondiscrimination in educational programs and activities extends to employment and admission. It also must say that questions about Title IX may be referred to the employee designated to coordinate Title IX compliance or to the assistant secretary for civil rights. Schools are required to include the name, address, and telephone number of the designated coordinator in their notifications.

Notice of Nondiscrimination (BOR Policy & Regulation 01.02.020)

The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status.

When implementing this commitment, the University is guided by Title VI and VII of the Civil Rights Act of 1964 and Civil Rights Act of 1991; Title IX of the Education Amendments of 1972; Executive Order 11246, and Executive Order 11375, as amended; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975; Vietnam Era Veterans Readjustment Assistance Act of 1974; Americans with Disabilities Act (ADA) of 1990; the Americans with Disabilities Act Amendments Act of 2008; Genetic Information Nondiscrimination Act of 2008; Pregnancy Discrimination Act; Immigration Reform & Control Act; Vocational

Rehabilitation Act of 1973 and other federal laws or Alaska Statutes which guarantee equal opportunity to individuals and protected classes within our society.

The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment.

This policy therefore affects employment policies and actions, as well as the delivery of educational services at all levels and facilities of the University. Further, the University's objective of ensuring equal opportunity will be met by taking affirmative action: i.e., making intensified, goal-oriented efforts to substantially increase the participation of groups where their representation is less than proportionate to their availability; providing reasonable accommodations to employees and students with disabilities; and ensuring that employment opportunities are widely disseminated to agencies and organizations that serve underrepresented protected classes.

The following person has been designated to handle inquiries regarding the nondiscrimination policies:

University of Alaska Anchorage

Director, Office of Equity and Compliance

3890 University Lake Drive, Suite 106

Anchorage, AK 99508

Phone: 907-786-0818

E-mail: uaa_titleix@uaa.alaska.edu

Website: <https://www.uaa.alaska.edu/about/equity-and-compliance/>

University of Alaska Fairbanks

Director, Department of Equity and Compliance

355 Duckering Building, 1760 Tanana Loop

PO Box 756910

Fairbanks, AK 99775-6910

Phone: 907-474-7300

E-mail: uaf-deo@alaska.edu

Website: <http://www.uaf.edu/oeo/>

University of Alaska Southeast

Director of Human Resources

11066 Auke Lake Way

Juneau, Alaska 99801

Phone: 907-796-6473

E-mail: gcheney@alaska.edu

Website: <http://uas.alaska.edu/hr>

For sex discrimination claims or other inquiries concerning the application of Title IX of the Education Amendments of 1972 and its implementing regulations, individuals may contact the University's Title IX Coordinator or the Assistant Secretary in the U.S. Department of Education Office of Civil Rights:

UAA Title IX Coordinator

3890 University Lake Drive, Suite 106, Anchorage, AK 99508

Phone: 907-786-4680

E-Mail: uaa_titleix@uaa.alaska.edu

Website: www.uaa.alaska.edu/about/equity-and-compliance/

UAF Title IX Coordinator

355 Duckering Building, 1760 Tanana Loop

Phone: 907-474-7300

E-Mail: uaf-tix@alaska.edu

<http://www.uaf.edu/titleix/>

UAS Title IX Coordinator

11066 Auke Lake Way, Juneau, AK 99801

Phone: 907-796-6036

E-Mail: uas_jytitle9@alaska.edu

<http://www.uas.alaska.edu/policies/titleix.html>

Office for Civil Rights, Seattle Office

U.S. Department of Education

915 Second Ave., Room 3310

Seattle, WA 98174-1099

Phone: 206-607-1600

TDD: 800-877-8339

E-mail: OCR.Seattle@ed.gov

Website: <http://www2.ed.gov/about/offices/list/ocr/docs/howto.html>

For employment or educational discrimination, students, parents, employees and applicants for employment may file a complaint with the U.S. Department of Education within 180 calendar days of the alleged discriminatory act.

Office for Civil Rights, Seattle Office

U.S. Department of Education

915 Second Ave., Room 3310

Seattle, WA 98174-1099

Phone: 206-607-1600

TDD: 800-877-8339

E-mail: OCR.Seattle@ed.gov

Website: <http://www2.ed.gov/about/offices/list/ocr/docs/howto.html>

For employment discrimination, employees and applicants for employment may file a complaint with the Equal Employment Opportunity Commission at the below addresses within 180 calendar days of the alleged discriminatory act.

Equal Employment Opportunity Commission

Federal Office Building

909 First Avenue

Suite 400

Seattle, WA 98104-1061

Phone: 800-669-4000

Fax: 206-220-6911

TTY: 800-669-6820

Website: <http://www.eeoc.gov/employees/charge.cfm>

For educational discrimination, individuals may file a complaint with the U. S. Department of Justice

U.S. Department of Justice Civil Rights Division

950 Pennsylvania Avenue, N.W.

Educational Opportunities Section, PHB

Washington, D.C. 20530

Phone: 202-514-4092 or 1-877-292-3804 (toll-free)

Fax: 202-514-8337

E-mail: education@usdoj.gov

Website: <http://www.justice.gov/crt/how-file-complaint#three>

For employment or educational discrimination, individuals may file a complaint with the State of Alaska:

Alaska State Human Rights Commission

800 A Street, Suite 204

Anchorage, AK 99501-3669

Anchorage Area: 907-274-4692

Anchorage Area TTY/TDD: 907-276-3177

Toll-Free Complaint Hot Line (in-state only): 800-478-4692

TTY/TDD Toll-Free Complaint Hot Line (in-state only): 800-478-3177

Website: www.humanrights.alaska.gov

For discrimination related to a Department of Labor funded grant, individuals may file a complaint with the U. S. Department of Labor within 180 calendar days of the alleged discriminatory act.

U.S. Department of Labor

ATTENTION: Office of External Enforcement

Director, Civil Rights Center

200 Constitution Avenue, NW

Room N-4123

Washington, DC 20210

Fax: 202-693-6505, ATTENTION: Office of External Enforcement (limit of 15 pages)

E-mail: CRCEXternalComplaints@dol.gov

Website: <http://www.dol.gov/oasam/programs/crc/index.htm>

For discrimination related to a National Science Foundation funded grant, individuals may file a complaint with the National Science Foundation within 90 calendar days of the alleged discriminatory act on the basis of race, sex (including sexual harassment), color, national origin and disability. Age discrimination complaints may be filed within 180 calendar days of the alleged discriminatory act.

National Science Foundation
NSF Awardee Compliance Manager
Office of Diversity & Inclusion (ODI)
2415 Eisenhower Avenue
Alexandria, VA 22314
Phone: 703-292-8020
E-mail: ProgramComplaints@nsf.gov
Website: <https://www.nsf.gov/od/odi/>

Approved short version of Notice of Nondiscrimination

The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at www.alaska.edu/nondiscrimination.

Micro combination affirmative action/equal opportunity and nondiscrimination notice

UA is an AA/EO employer and educational institution and prohibits illegal discrimination against any individual: www.alaska.edu/nondiscrimination.

Distribution and Use of the Notice of Nondiscrimination

REQUIRED USES:

Universities are required to include a statement of nondiscriminatory policy in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees including but not limited to:

- academic catalogs
- student handbooks
- residence life handbooks
- employee handbooks
- athletic handbooks
- applications for admission
- applications for employment
- university websites

This information also needs to be in any publication that mentions or describes **sex discrimination policies, procedures, or prohibitions**. The shortened version can be used so long as the URL links to the full notice of nondiscrimination.

ADDITIONAL USAGE:

Websites, publications and other university-generated materials must contain the shortened or micro version and a link to the full notice. The micro notice is designed to fit onto all space-constricted uses such as email or website footers, postcards, tickets, fliers, public notices or other small communications or publications. If space allows please use the shortened version.

ANNUAL NOTIFICATION:

Annual notification may include posting information notices, publishing in local newspapers, publishing in newspapers and magazines operated by the school or its students, publishing in alumnae or alumni newspapers or magazines, or distributing memoranda or other written communications to students and employees.

12 March 2019, Tuesday 16:19



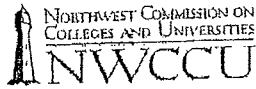


UNIVERSITY
of ALASKA
Many Traditions One Alaska

[ABOUT UA](#) | [UAA](#) | [UAF](#) | [UAS](#) | [STATEWIDE OFFICES](#) | [UAONLINE](#)

The [University of Alaska](#) is an AA/EO employer and educational institution and prohibits illegal discrimination against any individual. Learn more about UA's [notice of nondiscrimination](#).

UA is committed to providing accessible websites. Learn more about UA's [notice of web accessibility](#).



8060 165th Avenue N.E., Suite 100
Redmond, WA 98052-3981
425 558 4224
Fax: 425 376 0596
www.nwccu.org

January 31, 2019

Dr. Cathy Sandeen
Chancellor
University of Alaska Anchorage
3211 Providence Drive
Anchorage, AK 99508-8054

Dear Chancellor Sandeen:

This letter serves as formal notification and official record of action taken by the Northwest Commission on Colleges and Universities (NWCCU) at its meeting on January 9-11, 2019, concerning the Fall 2018 Mission Fulfillment and Sustainability Evaluation of the University of Alaska Anchorage. This action was taken after consideration of evidence, including the institution's Self-Evaluation Report, the Peer-Evaluation Report, the optional Institutional Response to the Peer-Evaluation Report, and information received as part of the institutional representative meeting with Commissioners.

Accreditation

- Reaffirm Accreditation.

Status of Previous Recommendations Addressed in this Evaluation

- Recommendation 1 of the Fall 2011 Year 1 Peer-Evaluation Report is fulfilled and no further action is required.
- Recommendation 1 of the Fall 2014 Mid-Cycle Peer-Evaluation Report is fulfilled and no further action is required.

Commendations

The Commission commends the University of Alaska Anchorage (UAA) for:

1. An inclusive planning process for UAA 2020, which brought the campuses together in an unprecedented joint effort focused on Student Success.
2. Its culture of diversity and inclusivity, especially in relationship to Alaska Native communities.
3. Its commitment to community engagement and the Public Square.
4. Its extensive assessment efforts related to student learning. Faculty exhibit robust ownership and leadership in assessing academic programs, and also engage proactively in the multifaceted assessment of General Education.

Recommendations for Areas Substantially in Compliance but in Need of Improvement

The Commission recommends that the University of Alaska Anchorage:

1. Expand efforts around institutional planning of graduate programs to demonstrate their academic quality and role in mission fulfillment (Standard 2.C.12).
2. Continue the focus on collaborative Student Success efforts to raise low graduation and retention rates and support Mission Fulfillment (Standard 5.B.1).

January 31, 2019
Page 2 of 2

Required Follow-Up

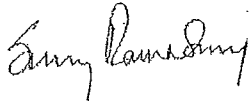
- Address Recommendations 1 and 2 of the Fall 2018 Mission Fulfillment and Sustainability Peer-Evaluation Report as an addendum to the Spring 2020 Mission and Core Themes Report.

Future Evaluations

- Mission and Core Themes Report in Spring 2020 with an addendum to address Recommendations 1 and 2 of the Fall 2018 Mission Fulfillment and Sustainability Peer-Evaluation Report.
- Mid-Cycle Evaluation and visit in Fall 2021.
- Mission Fulfillment and Sustainability Evaluation and visit in Fall 2025.

NWCCU is committed to an accreditation process that adds value to institutions while contributing to public accountability, and we thank you for your continued support of this process. If you have questions about any of the information in this letter, please contact your staff liaison, Senior Fellow Dr. Mac Powell.

Sincerely,



Sonny Ramaswamy
President

SR:rb

cc: Ms. Megan Carlson, Accreditation Liaison Officer
Mr. John Davies, Chair, University of Alaska Board of Regents
Dr. James Johnsen, President, University of Alaska System
Dr. Laura Woodworth-Ney, Fall 2018 Mission Fulfillment and Sustainability Peer-Evaluation
Committee Chair

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 10, 2020

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

3/20/20
HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Utica Safe Schools/Healthy Students Partnership Inc., dba Safe Schools Mohawk Valley for Initial Response Team (IRT) services.

This contract will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT Family Group Conferencing Model is to provide evidenced-based wraparound support to students who are exhibiting pre-PINS (Persons in Need of Supervision) related behaviors such as truancy and incorrigibility.

The term of this Agreement is July 1, 2020 through June 30, 2021. The maximum cost for the duration of this agreement is \$ 109,163.00 with a total local cost of 27.18% or \$ 29,670.50.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

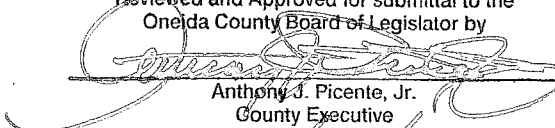
Thank you for your consideration.

Sincerely,


Colleen Fahy-Box
Commissioner

CFB/vlc
attachment

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


Anthony J. Picente, Jr.
County Executive

Date 4/24/20

31803

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Utica Safe Schools/Healthy Students Partnership, Inc.
d/b/a Safe Schools Mohawk Valley
106 Memorial Parkway
Utica, New York 13501

Title of Activity or Services: Initial Response Team (IRT)

Proposed Dates of Operations: July 1, 2020 – June 30, 2021

Client Population/Number to be Served: Youth at risk of out of home placement in the Utica School District

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Contractor will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT Family Group Conferencing Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.

2). Program/Service Objectives and Outcomes -

- Program target and outcomes:
 - families will increase their ability to resolve conflict
 - families will show improvement in effective communication skills
 - families will increase their formal and/or informal support network
 - youth will reduce occurrences of unexcused absences
 - youth will reduce their use of drugs
 - youth will reduce their use of alcohol
 - youth will engage in pro-social activities
 - program graduates will avoid out-of-home care within 12 months from graduating the program

3). Program Design and Staffing Level -

Total Funding Requested: Not to exceed \$109,163.00 for the duration of the agreement.

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive services are mandated

Funding Source (Federal \$ /State \$ / County \$):

		2020
Federal	38.39 %	\$ 41,907.68
State	34.43 %	\$ 37,584.82
County	27.18 %	\$ 29,670.50
Total		\$ 109,163.00

Cost Per Client Served:

Past performance Served: This contract was awarded by **BID and** this is the fourth year the Department has contracted with this provider for this service.

O.C. Department Staff Comments: This service was sent out for BID May, 30, 2017, there were two respondents and this provider was awarded the current contract as the lowest bidder.

THIS IS AN AGREEMENT, by and between County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the County), through its Department of Social Services (hereinafter referred to as the Department), and Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley, a not-for-profit organized and existing under the laws of the State of New York, having its principal office at 106 Memorial Parkway, Utica, New York 13501 (hereinafter referred to as the Contractor).

WITNESSETH

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter referred to as Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law including Preventive Services pursuant to Section 409 et seq. of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner, pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor, under the terms of its corporate authority, has the power to provide the services required to be performed herein; and

WHEREAS, the County has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et seq. of the Social Services Law and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the County to contract with the Contractor for the performance of these services;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:

SECTION I: DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted:

*Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley
Initial Response Team (IRT)*

#31803
7/1/20-6/30/21

1. Preventive Services are the supportive and rehabilitative services provided to children and families in accordance with 18 NYCRR Part 423. Services are provided for: averting a disruption of a Family which could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his or her Family as quickly as possible; and reducing the likelihood that a child who has been discharged from foster care would return to such care.

Mandated Preventive Services are Preventive Services provided to a child and his or her Family who the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated Preventive Services are Preventive Services provided to a child and his or her Family pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement, when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

2. Case Management is defined as the responsibility of the local Department of Social Services to authorize the provision of Preventive Services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and to approve in writing the service plans as defined in 18 NYCRR Part 428.
3. Case Planning is defined as assessing the need for; providing or arranging for; coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family; or to help a child in foster care return home sooner. Case Planning includes, but is not limited to, referring such child and his or her Family to other services as needed, including educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning also includes documenting both client progress and client adherence to the plan by recording in the uniform case record (as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12) that such services are provided and by providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall be defined as the caseworker assigned Case Planning responsibility.
4. Casework Contacts are defined as individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians. These contacts are Preventive Services for the purpose of guiding the child and/or the child's parents or guardians toward a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service plan are Preventive Services.

5. Clinical Services include assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist, or other recognized therapist in human services. Such services are separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.
- 6.

Day Services to Children is as defined in 18 NYCRR Part 425.

7. Emergency Cash or Goods is as money or the equivalent, food, clothing, and other essential items that are provided to a child and his or her Family in an emergency or acute problem situation to avert placing the child into foster care.
8. Emergency Shelter is shelter where a child and his or her Family, who are in an emergency or acute problem situation, reside in a site other than their own home to avert placing the child into foster care.
9. A "Family" consists of the child who is at risk of foster care, his or her parent or legal guardians or other caretakers, and siblings. A Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). A Family may also include a child who does not live with his or her parents and needs services to prevent a return to foster care.
10. Family Planning Services are defined in the Consolidated Services Plan of the State Department of Social Services pursuant to Section 34-a of the Social Services Law.
11. Home Management Services are defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
12. Homemaker Services are defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
13. Housekeeper/Chore Services are defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
14. Parent Aide Services are as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but not be limited to, role modeling, listening skills, home management assistance, and education in parenting skills and personal coping behavior.
15. Parent Training is group instruction in parental skills development and in the developmental needs of the child and adolescent. Parent Training is intended to improving parental skills and improve parent/child relationships to avert a disruption in a Family or to help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.
16. Transportation Services are the provision or arrangement of transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents, and may only be provided if such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM OF AGREEMENT

1. The term of this Agreement shall be from July 1, 2020 through June 30, 2021.
2. The County may, in its sole discretion, elect to renew this Agreement for an additional two (2) one-year terms.
3. If the County elects to renew this Agreement, the Contractor will be notified prior to the termination of this Agreement.

SECTION III: SCOPE OF SERVICES

1. It is mutually agreed between the County and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this Paragraph.
2. The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.
3. The Department shall be responsible for Case Management, which includes authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.
4. The Contractor agrees to provide Preventive Services in accordance with the program narrative, terms, and conditions described in Appendix C of this Agreement.
5. The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.
6. The Contractor and the Department shall comply with Section 153 of the Social Services Law, which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.
7. The Contractor and the County agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from its statutory or contractual obligations to continue to provide Preventive Services for that child or any other children in its care.

8. Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans pursuant to 18 NYCRR Part 428.1 through 428.10.
9. The Contractor shall review and discuss the service plan with the Department. Should the Contractor wish to change the plan, it shall submit a revised plan to the Department prior to the implementing the change. The Contractor will not implement the change until receipt of written approval by the Department.
10. The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV: FAIR HEARINGS

1. The Department shall notify all people who apply for care and services (whether their applications are approved or denied) of the right to a fair hearing to appeal the denial, reduction, or termination of a service, or the failure to act upon an application within 30 days. The Department shall also inform all applicants for Preventive Services (whether their applications are approved or denied) how to file a fair hearing request. The Department shall provide the Contractor with copies of fair hearing decision involving persons served under this contract. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION VI: BOOKS, RECORDS, AND REPORTS

1. The Contractor shall keep accurate records in conformance with State regulations established for utilization review and uniform case recording for each public charge receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the child and his or her Family, in addition to other recipients of services involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the status and progress of each recipient of Preventive Services at intervals required by the State Department of Social Services regulations.
2. All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 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.
3. The Contractor shall make the records of individual recipients of Preventive Services available to the Department upon request for consultation or review.
4. The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

5. The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the Preventive Services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.
6. The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for Preventive Services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.
7. In addition to Paragraphs 3, 4, 5 and 6 of this Section, and until the expiration of six (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VII: GENERAL RESPONSIBILITIES OF PARTIES

1. The governing board of the Contractor shall exercise oversight of its day-to-day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. The parties recognize, however, that ultimate responsibility for the welfare of each child rests with the Department.
2. The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix C of this Agreement.
3. The Contractor shall provide the services described in Appendix C of this Agreement at the principal location of:

Safe Schools Mohawk Valley
106 Memorial Parkway
Utica, New York 13501

The Contractor shall provide the Department with written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address.

4. The Department shall notify the Contractor with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving Preventive Services from the Contractor.

Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley #31803
Initial Response Team (IRT) 7/1/20-6/30/21

SECTION VIII: COMPLIANCE WITH LAW

1. The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor shall observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.
2. The Contractor shall be bound by the terms and conditions of Appendix A, Appendix B, Appendix C, and the Standard Oneida County Conditions Addendum, attached hereto and made a part hereof.

SECTION IX: ACCOUNTABILITY

1. The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York state law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, to monitor the Contractor with regard to the Preventive Services it provides.
2. The Contractor acknowledges that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of Preventive Services, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with any staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those local, state and federal agencies with the required legal powers and statutory authority to conduct such reviews.
3. The Department shall confer with the Contractor at least twice a year to discuss the Contractor's Preventive Services purchased by the County. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance to Agreement requirements.
4. If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the County may take such actions or invoke such sanctions available under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.
5. The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement, shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and

the Contractor is responsible for the performance of any subcontractor.

6. The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX: PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the Preventive Services. The Contractor shall use its best efforts to perform the Preventive Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the location, method, details and means of performing the Preventive Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
2. The Contractor may, at its own expense, employ or engage the services of such employees, partners and/or subcontractors (collectively, the "Assistants") as allowed by Section 9, paragraph 5 of this Agreement, and as the Contractor deems necessary to perform the Preventive Services. The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Preventive 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. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. The Contractor acknowledges and agrees that it 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.

SECTION X: INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status: that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a

regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

3. The Contractor's Assistants shall not be eligible for compensation from the County 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.
4. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
5. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor and its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship, or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
6. 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.
7. 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.
8. 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.

SECTION XI: REIMBURSEMENT AND SERVICE FEES

1. The County shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix C of this Agreement and in accordance with state and federal regulations pertaining to reimbursement of Preventive Services.
2. The Contractor shall be reimbursed in monthly installments for performance of the Preventive Services detailed in this Agreement, as set forth below upon submission of a County Voucher.

- a. Total payment by the County to the Contractor from July 1, 2020 through June 30, 2021 shall not exceed \$109,163.00.
 - i. From July 1, 2020 through May 31, 2021, Monthly payment shall be \$9,096.92.
 - ii. Monthly payment for the month of June 2021 shall be \$9,096.88.
3. In the event that the County and the Department elect to renew this Agreement for one additional renewal term pursuant to Section II of this Agreement, monthly payment for such renewal term shall be:
 - a. Total payment by the County to the Contractor from July 1, 2021 through June 30, 2022 shall not exceed \$112,438.00.
 - i. From July 1, 2021 through May 31, 2022 Monthly payment shall be \$9,369.83.
 - ii. Monthly payment for the month of June 2022 shall be \$9,369.87.
4. The total cost of Preventive Services for the duration of this Agreement and any renewal terms elected by the County and the Department shall not exceed \$221,601.00.
5. The Contractor shall bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers shall have attached:
 - a. Listing of "Itemized Individual Billing for Preventive Services," which will include the case name and number, the Case Manager's name, the Casework contacts, and the Preventive Services provided;
 - b. Other data that the Parties agree upon.

SECTION XII: INSURANCE REQUIREMENTS AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and

personal and advertising injury.

- ii. Oneida County, and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.
 - iii. Coverage for abuse and molestation.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,00,000 aggregate.
- i. Coverage for review of cases and resulting professional assessment.
- c. Automobile Liability
- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insureds shall be on a primary and non-contributing basis.
- d. Commercial Umbrella
- i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.
- e. Workers' Compensation and Employers Liability
- i. Statutory limits apply.

2. Waiver of Subrogation: Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. The Contractor shall provide full policy documents and any other information regarding its insurance coverages upon request by the County. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.
4. 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 negligent performance of services by the Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

SECTION XIII: TERMINATION OF AGREEMENT

1. This Agreement may be terminated by mutual written agreement of the contracting parties.
2. This Agreement may be terminated by the County for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the County shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor shall not incur new obligations or to claim any expenses incurred after receipt of the notification of termination.
3. In addition to the termination provisions set forth in Paragraph 1 and 2 of this Section, the County shall have the right to terminate this Agreement, in whole or in part, if, at any time the Contractor has failed to comply with any federal, state or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by federal, state or county government is revoked, not renewed, or otherwise not in full force or effect; or in the event that a new such license, approval or certification is required and the Contractor fails to secure it during the term of this Agreement.
4. When the County wishes to terminate this Agreement pursuant to Paragraphs 2 and 3 of this Section, it shall provide the Contractor with written notice of termination specifying the reasons for termination and

the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. The effective date of termination shall not be later than the Agreement expiration date.

5. Upon termination or expiration of the term of this Agreement pursuant to Paragraphs 1, 2 or 3 of this Section, the County will arrange for the transfer to another Contractor of all public charges then served by the Contractor. In order to reimburse the Contractor for all public charges not transferred by the effective date of termination, the County and Contractor shall negotiate an extension of this Agreement prior to the date of termination.
6. The Contractor shall comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the County any overpayments or excess funds paid to the Contractor pursuant to this Agreement; not incurring or paying any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmitting to the Department or its designee on written request copies of all books, records, documents, and materials pertaining to the financial details of any Preventive Services provided under the terms of this Agreement.

SECTION XIV: EXPENSES

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

SECTION XV: TRAINING

1. The Contractor shall not be required to attend or undergo any training by the County. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

SECTION XVI: MISCELLANEOUS PROVISIONS

1. The Contractor agrees that the equipment purchased under this Agreement is the property of the County and shall revert to the County upon any termination or failure to renew this Agreement.
2. 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.

SECTION XVII: ADVICE OF COUNSEL

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

SECTION XVIII: ENTIRE AGREEMENT

- The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede 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 WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

 Date: 4/8/20

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

Approved: _____
 Kimberly A. Kolch, Assistant County Attorney

Date: 4/15/20

Oneida County Department of Social Services: Call Colleen Fahy-Box
 Colleen Fahy-Box, Commissioner

Date: 4/8/20

Contractor: [Signature]
 Anne Lansing, Executive Director

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

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

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mailNotices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.
- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a

p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 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 Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

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

contracting to provide services funded by any federal money.

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

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

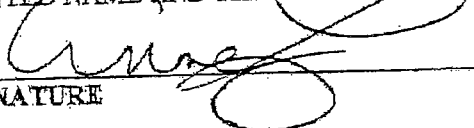
This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of any 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.

Sep School Mohawk Valley
NAME OF CONTRACTED AGENCY

ANNE LADDINC, CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

4/8/20
DATE

APPENDIX C

PROGRAM NARRATIVE, TERMS AND CONDITIONS and REIMBURSEMENT RATES

Initial Response Team (IRT)

Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley

SECTION I: PROGRAM NARRATIVE

1. The Contractor shall provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT FGC Model is to provide evidenced-based wraparound support to students who are exhibiting pre-PINS (Persons in Need of Supervision) related behaviors such as truancy and incorrigibility.
2. The Contractor has expertise and a thorough understanding of the IRT Model and a thorough understanding of the Social Services system and resources in the community. IRT has been used as a means to facilitate permanency outcomes for youth who are at risk of placement outside of the home and to reduce recidivism for youth involved in the child welfare system.
3. IRT is voluntary, strengths-based approach where the student and his/her family are empowered to take ownership of the service plan. Students and their families work with team members to identify strengths and to determine what supports are needed for the student to be successful. After a plan is developed, the IRT specialist and/or Probation Officer will monitor the student's progress, ensure follow-through and fidelity to the Service Plan goals and objectives, and will provide direct services to the student as needed.
4. Students enrolled in IRT have demonstrated improvements in three key areas that indicate academic success and affect graduation rates: grades, attendance, and discipline. These improvements are accomplished by working with the student and the family in a supportive manner (rather than in a punitive fashion) while holding the student and team members accountable to follow through on the goals and objectives of the service plan. The student will receive routine follow-up and support both to help him/her identify and overcome challenges in school and at home, and in finding ways to become better engaged in school.
5. The program is for youth who are at risk for delinquency, violence, substance use, or other behavioral problems. The program has been applied in a variety of multiethnic, multicultural contexts to treat a range of youth and their families.

SECTION II: TERMS AND CONDITIONS

1. The program shall service at-risk youth who have an open services case with the Department of Social Services. All referrals to program must be approved by the Department.
2. The Contractor shall not refuse any youth who is referred by the Department.
3. The provision of these services shall not be interrupted by school breaks, such as winter break, spring break, and summer vacation.
4. The Contractor will prepare all reports required by federal, state or local law, rule or regulation.
5. Duties of the IRT Specialist shall include, but are not limited to, the following:
 - a. Receive referrals to IRT program and submit to Department for approval;
 - b. Verify approval with the Department;
 - c. Schedule IRT meeting;
 - d. Complete CANS intake;
 - e. Pre-Conference with Probation;
 - f. Facilitate IRT Meeting;
 - g. Establish an IRT Plan;
 - h. Make copies for school, parent, and the Department;
 - i. Weekly monitoring of Plan Agreement and provision of any services outlined in the plan;
 - j. Weekly communication with the school, the Case Manager, and the student's parents to monitor progress;
 - k. Daily/weekly review of school records;
 - l. Submitting weekly activity logs to the Department;
 - m. Completing monthly principal report detailing program progress ;
 - n. Completing Initial Screening survey with parents and school personnel at Intake and again after 90 days in the program.
6. The work activities of program shall include, but are not be limited to:
 - a. All referrals to this program will be made by the Department. Upon receiving the appropriate referral from the Department, the Contractor shall follow the established procedures as agreed upon by both the Department and Contractor.
 - b. The Contractor shall make contact with the youth and families within twenty-four (24) hours of approval of referral, and notify the referring worker when contact has been made.
 - c. IRT Specialists shall maintain the following documentation: intake paperwork, assessments of the youth and family, and weekly summaries after each visit with the family (which note the progress, issues, and concerns). The same shall be submitted to the Department on a weekly basis.
 - d. The Contractor shall immediately contact the Department if the risk of placement escalates based on the behaviors of the youth or the family.
 - e. Upon completion of program, the Contractor shall complete a closing assessment with the youth and family and provide a copy to the Department. The closing assessment shall be similar to the intake assessment to evaluate effectiveness of program.

- f. Upon completion of program IRT, the Contractor shall follow up with the youth and their families by telephone three (3) months after completion, six (6) months after completion, nine (9) months, after completion, and twelve (12) months after completion of program.
- g. The Contractor shall provide trainings to the Department on a regular basis to assure program processes are clear and functioning effectively.
- h. The Contractor shall provide reporting and assessment forms acceptable to the Department.
- i. The Contractor shall participate in the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department in order to fulfill its obligations under this Agreement.
- j. The Contractor shall participate in the case planning/service plan meeting scheduled by the Department to fulfill its obligations under this Agreement.

7. The Contractor shall:

- a. Provide linkage to an integrated system of community-based diversion services;
- b. Promote the development of community-based services as an alternative to institutionalization.
- c. Provide monthly reports and a final statistical report of services provided by the Contractor under this program to the Department, as well as any other reports reasonably requested by the Department.
- d. The Contractor shall keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Contractor shall provide such reports to the Department on the current status and progress of each recipient of services at intervals required.
- e. Hold all information contained in the Contractor's files pursuant to this Agreement confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder.
- f. Complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor shall maintain program staff for the duration of this agreement and complete a Contract Staff Vacancy Report upon any changes.

8. Program target and outcomes:

- a. 60% of families will increase their ability to resolve conflict;
- b. 60% of families will show improvement in effective communication skills;
- c. 60% of families will increase their formal and/or informal support network;
- d. 60% of youth will reduce occurrences of unexcused absences;
- e. 60% of youth will reduce their use of drugs;
- f. 60% of youth will reduce their use of alcohol;
- g. 60% of youth will engage in pro-social activities;
- h. 60% of program graduates will avoid out-of-home care within twelve (12) months from graduating the program.

**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: _____

ANDREW LANSING
CEO
4/8/20
James James

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

i. Upon all real property owned or leased by the County of Oneida;
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, ~~except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.~~

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

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

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

Anthony J. Picente Jr.
Oneida County Executive



Joseph M. Johnson
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

April 17, 2020

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

EX-20-20-187

PUBLIC SAFETY

WAYS & MEANS

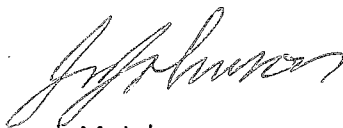
Dear County Executive Picente:

Attached for your review and approval is Correspondence from Oneida County District Attorney, Scott D. McNamara, requesting the creation of one (1) new full-time Assistant District Attorney III position (grade 36P, step 2 at \$54,837) and three (3) Paralegal Assistant positions (grade 25W, step 2 at \$37,586).

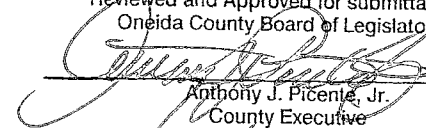
As stated in the District Attorney's letter, these positions are necessary in order for their office to function effectively and efficiently with the increased workload due to the recent criminal justice reforms.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create one (1) full-time Assistant District Attorney III position at grade 36P, step 2 starting at \$54,837 and three (3) full-time Paralegal Assistant positions at grade 25W, step 2 starting at \$37,586.

Sincerely,


Joseph M. Johnson
Commissioner of Personnel

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



Anthony J. Picente, Jr.
County Executive

Date 4-20-20

cc: Scott D. McNamara, District Attorney
County Attorney
Budget

Date _____
Anthony J. Picente, Jr.
County Executive

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

**ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY**

Michael A. Coluzza
Chief Assistant

Scott D. McNamara
District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow

April 3, 2020

Joseph Johnson, Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear Mr. Johnson:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, to create four additional positions within the District Attorney's Office. Per our conversations regarding the recent criminal justice reforms, this request is necessary in order for this office to perform the current increased workload generated by the new discovery laws.

The additional positions I am requesting are as follows:

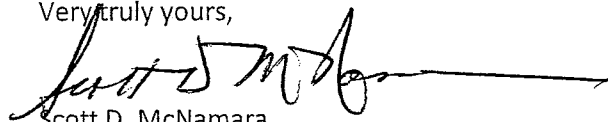
(1) Assistant District Attorney III (36P) (Step 2)	\$54,837
(3) Paralegal Assistant (25W) (Step 2)	\$37,586

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

SW

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George E. Joseph, Majority Leader
Hon. Philip M. Sacco, Minority Leader
Hon. James D'Onofrio, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

Received
ONEIDA
COUNTY
APR 15 2020
PERSONNEL
DEPARTMENT
Received



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 28, 2020

FN 20-28-20

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a contract with Trinity Services Group, Inc. for food services at the Oneida County Correctional Facility. Trinity Services Group, Inc. meets all of the nutritional guidelines pursuant to State and Federal standards for incarcerated adults, including the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities.

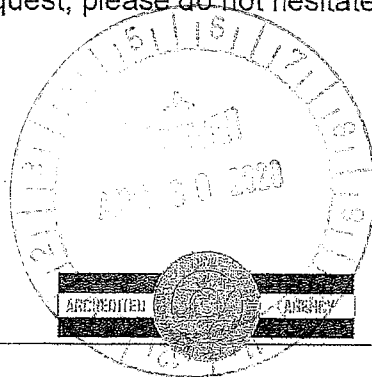
This vendor currently provides food services to the Correctional Facility, and has effectively fulfilled prior contract requirements. This agreement will be for a three (3) year term, with the option to extend for two (2) additional one (1) year periods.

Based upon the current jail population (226 inmates), Trinity Services Group, Inc. will charge the County an average per meal rate of \$1.53 (220-239 inmate meals). Using an average of 226 inmates (x 3 meals per day) and 80 staff member meals a day (total of 5,306 meals per week x 52 weeks) the approximate cost per year would be \$422,145.36. These numbers are based on the average number of inmates; therefore, the number of meals per day can fluctuate causing the cost of this agreement to increase or decrease over the term.

If you find the enclosed contract acceptable, please forward to the Board of Legislators for approval. I would like to thank you for your time and diligent attention to this matter. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 4-28-20

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

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

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, Florida 34677-3018

Title of Activity or Service: Food Services at Oneida County Correctional Facility.

Proposed Dates of Operation: May 1, 2020- April 30, 2023 (with the option to extend for two additional one-year periods)

Client Population/Number to be Served: Inmate population and correction officers.

Summary Statements

- 1) **Narrative Description of Proposed Services:** Food services at the Correctional Facility.
- 2) **Program/Service Objectives and Outcomes:** To feed inmates and staff in a quality and cost effective manner consistent with State and Federal requirements.
- 3) **Program Design and Staffing:** Trinity Services will employ their own staff and prepare meals at a cost of \$1.53 per meal (cost will fluctuate based on number of inmates/meals served) at the Correctional Facility. The Correctional Facility will provide inmate labor to assist Trinity in the preparation of meals.

Total Funding Requested: \$422,145.36 (estimated per year) **Account # A3150.19510**
\$1,266,436.08 (estimated 3 year term)

Oneida County Dept. Funding Recommendation: \$422,145.36 (estimated per year)
\$1,266,436.08 (estimated 3 year term)

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

Cost Per Client Served: \$1.53 (cost will fluctuate based upon the number of inmates)

Past Performance Data: Trinity currently provides food services at the Correctional Facility. Trinity has been a good provider of Food Services to inmates and staff.

O.C. Department Staff Comments: Final pricing will be determined by adding the total number of meals served in each week cycle (21 meals), and dividing by 21 to get the average number of meals served for that meal period billing cycle, applying the corresponding price from the scale and calculating the total amount due for the week.

The cost per meal is based on an average of 226 inmates:
226 inmates x 21 meals per week = 4,746 inmate meals per week.
Plus 80 staff meals per day= 5,306 total meals per week X 52 weeks X \$1.53 = \$422,145.36 per year

**TRINITY SERVICES GROUP, INC.
FOOD SERVICES AGREEMENT**

This Agreement (the "Agreement") is made on May 1, 2020, by and between Oneida County, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, NY 13501 (the "County"), by and through the Oneida County Sheriff's Office, located at 6065 Judd Road, Oriskany, NY 13424 (the "OCSO"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity") (individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County issued a Request for Bid, Bid Ref #2078, for Inmate Food Services at the Oneida County Correctional Facility (the "Correctional Facility"), and Trinity submitted its proposal to provide the necessary "Food Services" and "Duties," as further defined below in Section 2 and in Section 3, and as detailed in Exhibit A, to the OCSO at the Correctional Facility; and

WHEREAS, County desires to accept Trinity's proposal and avail itself of Trinity's Food Services and Duties; and

WHEREAS, Trinity desires to perform such Food Services and Duties for County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree to be bound as follows:

1. COUNTY'S GRANT TO TRINITY

The County grants to Trinity the exclusive right to operate inmate Food Services at the Correctional Facility, and the exclusive right to serve to inmates, staff, and other persons at the Correctional Facility food products, non-alcoholic beverages, and other such articles as shall be approved by the County. The County will provide access to the Correctional Facility kitchen and related areas, and will perform general maintenance. Trinity's Food Services and Duties are detailed in Exhibit A, titled "Food Services and Duties," which is hereby attached and incorporated into this Agreement by this reference. The County's responsibilities relating to this Agreement are hereby incorporated into this Agreement in the attached Exhibit B, titled "County Responsibilities."

2. FOOD SERVICES

2.1. Trinity shall provide Food Services to the County, which includes obtaining all raw and cooked food necessary to provide meals to Correctional Facility inmates and OCSO employees, allowing for the preparation and serving of wholesome, nutritious, quality food at proper service temperatures, with correct portion sizes, and at designated meal service times, in accordance with the current Recommended Daily Allowance as established by the National Academy of Sciences, and as prescribed for inmates under New York State Commission of Correction Law, Title 9 NYCRR Part 7009.

2.2. Trinity shall follow specific Food Services requirements as detailed in Exhibit A, including, but not limited to, providing three (3) meals per day, special menus for religious and restricted diets, holiday meals, "finger foods," specific meat quality and portions, and boxed/bagged meals. Trinity shall also provide meals to OCSO staff, in accordance with Exhibit A, clause 16 relating to Staff Meals.

2.3. Trinity must be prepared for emergencies, including loss of water, loss of steam or electricity, vendor failure, or work stoppages, as detailed in Exhibit A, clause 18.

3. TRINITY'S DUTIES IN ADDITION TO FOOD SERVICES

3.1. Trinity shall be responsible for various cleaning and sanitation procedures at the Correctional Facility. Policies and procedures relating to sanitation are incorporated into this Agreement by Exhibit D, titled "Sanitation."

3.2. Trinity shall be responsible for maintaining appropriately trained staff, maintaining accurate records, providing weekly reports indicating the number of meals served to Correctional Facility inmates and OCSO staff, and other Duties in addition to providing Food Services, as incorporated by , titled "Trinity's Responsibilities."

3.3. Trinity shall send its Regional Manager to the Correctional Facility at the end of each quarter to discuss various items such as Food Services, safety issues, concerns, and others issues with the Sheriff or his designee.

3.4. Trinity shall appropriately train its staff, both in the food industry and to work in the Correctional Facility environment, as detailed in Exhibit C and further explained in Section 12 below regarding employee training. Trinity shall accept inmate workers to assist in the kitchen as provided by the OCSO.

3.5. Trinity shall abide by the OCSO's security policies for the Correctional Facility and understands that the OCSO reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity. Security measures are outlined and hereby incorporated into this Agreement by Exhibit E, titled "Security."

4. TERM

4.1. This Agreement shall be in effect for a period of three (3) years beginning on May 1, 2020 and terminating on April 30, 2023 (the "Term"). Thereafter, the County has the option to extend the Agreement for two (2) subsequent consecutive one (1) year periods. These extensions shall require mutual written agreement of the Parties.

4.2. Thirty (30) days prior to the termination of this Agreement, if there is any surplus stock of food on hand, Trinity will notify the Sheriff or his designee of its intent to sell the remaining inventory, which at the County's option, may be purchased at fair market value. Trinity may also negotiate with the successor vendor to sell or transfer ownership of any or all inventories.

4.3. Trinity understands and agrees that the continuity of service is critical to the County. In the event of expiration or termination of this Agreement, Trinity agrees to exercise best efforts and cooperation for an orderly and efficient transition of the Food Services and Duties to a new vendor or to the County. There will be no interruption of service. Trinity shall also negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. This plan will specify a date for service transition.

5. TERMINATION

5.1. Either Party may terminate this Agreement for any reason by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

5.2 If either Party refuses, fails, or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 15 herein, the Party claiming such failure shall give the other Party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured Party may terminate the Agreement effective thirty (30) days after the end of said sixty (60) day period.

5.3 Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Correctional Facility occupied by Trinity, and where applicable, remove its property and equipment, and return the kitchen area to the County, together with all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss common in the food service industry.

6. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit F, titled "Financial Arrangements," and in Schedule I, titled "Cost Scale," which are attached hereto and made a part of this Agreement.

7. INFORMATION TECHNOLOGY SECURITY

7.1 In connection with the Food Services and Duties being provided under this Agreement, Trinity may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances.

7.2 If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with performing Food Services and Duties of this Agreement, Trinity shall be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data.

7.3 If any additional services and costs are needed in order for Non-County Systems to interface with or connect to County Systems, Trinity agrees to incur such expenses.

7.4 Each Party shall indemnify, defend and hold harmless the other Party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying Party's failure to comply with its obligations in this Section 7.

8. COMPLIANCE WITH TERMS, CONDITIONS, AND STANDARDS

8.1 Pursuant to the terms, conditions and requirements of this Agreement, Trinity will operate and manage its Food Services and Duties at the Correctional Facility and maintain adequate supplies appropriate merchandise and food products of good quality and at prices as agreed upon by the Parties.

8.2 Trinity shall perform its Food Services and Duties in accordance with this Agreement and all Exhibits attached hereto. The terms and conditions contained in the Standard Oneida County Contract Clauses Addendum, found in Exhibit G, are incorporated herein by this reference and made a part hereof. In the event of a conflict between the terms stated herein and the Standard Oneida County Contract Clauses Addendum, the terms and conditions contained in the Addendum shall control.

8.3. Trinity's Food Services shall meet or exceed the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities regarding food service in Title 9, Subtitle AA, Chapter 1 Minimum Standards and Regulations for Management of County Jails and Penitentiaries, Part 7009 Food Services.

8.4. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association.

8.5. Trinity agrees to pay all Federal, State, and Local taxes which may be assessed against Trinity's equipment or merchandise while in the Correctional Facility, as well as all Federal, State, and Local taxes assessed in connection with the operation of its Food Services and Duties at the Correctional Facility.

9. PERFORMANCE OF FOOD SERVICES AND OTHER DUTIES

9.1. Trinity represents that Trinity is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Food Services and Duties. Trinity shall use Trinity's best efforts to perform the Food Services and Duties such that the results are satisfactory to the County.

9.2. Trinity may, at Trinity's own expense, employ or engage the services of such employees, subcontractors, agents and/or partners as Trinity deems necessary to perform the Food Services and Duties (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. Trinity shall be solely responsible and shall remain liable for the performance of the Food Services and Duties by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State, or Local Laws and Regulations.

9.3. Trinity acknowledges and agrees that Trinity 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.

9.4. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper Local, State, or Federal authorities may require in connection with their employment with Trinity, in addition to security background screening as permitted by law to include criminal background checks conducted by the County. The County may refuse access to any Trinity employee for safety, security, and good order of the Correctional Facility. The County will not be held liable for any liabilities arising from such action.

9.5. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Food Services and Duties described herein, and shall be solely responsible for the cost of the same.

10. INDEPENDENT CONTRACTORS

10.1. It is expressly agreed that the relationship of Trinity and its Assistants to the County shall be that of independent contractors. The Assistants of Trinity are not, nor shall they be deemed to be, employees of the County, and employees of the County are not, nor shall they be deemed to be, employees of Trinity, for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. Trinity covenants and agrees that it will conduct itself in accordance with such status as an independent contractor.

10.2. Trinity warrants and represents that it is in the business of offering the same or similar services detailed herein, and does offer the same or similar services to other entities as a regular course of business. Trinity and the County agree that Trinity is free to undertake other work arrangements during the Term of this Agreement, and may continue to make its services available to the public.

10.3. Trinity and its Assistants shall not be eligible for compensation from the County due to absence because of a) illness; b) normal vacation; c) attendance at school or special training or a professional convention or meeting.

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

10.5. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges Trinity's independent contractor status, it is agreed that both the County and Trinity 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.

10.6. Trinity 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.

11. EXPENSES

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

12. TRAINING

Trinity shall not be required to attend or undergo any training by the County, except for a jail safety course for civilians provided by the County. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Food Services and Duties described herein, and shall be solely responsible for the cost of the same. The OCSO will offer First Aid and CPR Training to Trinity employees. Trinity shall also utilize the local Red Cross branch in Utica, offering First Aid and CPR training. The cost of this training shall be borne by Trinity.

13. LIABILITY AND INDEMNIFICATION

13.1. To the fullest extent permitted by applicable law, Trinity shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, invasion of personal or property rights, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the County caused by any negligent act or omission, or intentional misconduct of Trinity, its officers, agents, employees (including Trinity's Assistants or other authorized personnel) arising out of or in connection with the exercise by Trinity or any of the Trinity's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional

misconduct of the County. The provisions of this Section shall survive the expiration or termination of this Agreement.

13.2. The insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions below.

14. INSURANCE

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

14.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

a) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b) Oneida County and any other parties required by the County shall be included as additional insureds. 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 insureds.

14.2. Workers Compensation and Employers Liability

a) Statutory limits apply.

14.3. Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c) Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

14.4. Commercial Umbrella

a) Umbrella limits must be at least \$5,000,000.

b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

14.5. Prior to the start of any work, Trinity shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Trinity's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

14.6. Waiver of Subrogation. Trinity waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

14.7. No Representation of Coverage Adequacy. By requiring insurance, the County does not represent that coverage and limits will be adequate to protect Trinity. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement, or failure to identify any insurance deficiency, will not relieve Trinity from, nor may it be construed or considered a waiver of Trinity's obligation to maintain, the required insurance at all times during the performance of this Agreement.

15. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either Local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues. Trinity shall not be subject to credits, liquidated damages, fees, penalties, or other charges if the performance of any terms or provisions herein are delayed or prevented due to any of the above, if not within the control of Trinity, and by the exercise of reasonable diligence, Trinity is unable to prevent.

16. RECORD RETENTION

All records shall be kept on file by Trinity for a period of six (6) years from the date the record is made and Trinity shall, upon reasonable notice, give the County or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to this Agreement and the financial arrangements set forth in Exhibit F. The cost of such inspection, examination, and audit will be at the sole expense of the County and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 18 herein.

17. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to County: Oneida County, Law Department
800 Park Avenue
Utica, NY 13501

With copy to: Oneida County Sheriff's Office
6065 Judd Road
Oriskany, NY 13424

If to Trinity: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: General Counsel
1260 Andes Boulevard
St. Louis, MO 63132

18. CONFIDENTIALITY

18.1 In the course of performing this Agreement, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, except that the Parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority.

18.2 The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party, except where copies are made pursuant to a requirement to disclose pursuant to law in the sole opinion of the County, or a requirement to disclose as part of a judicial or regulatory proceeding, or as required by a governmental authority.

18.3 Each Party's Confidential Information shall remain the exclusive property of that Party. The County's Confidential Information shall be returned by Trinity to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement. Trinity acknowledges that the County is subject to various legal requirements for record retention, and Trinity agrees that any Confidential Information disclosed to the County in tangible form shall be retained and disposed of by the County, at the County's sole discretion, in accordance with the Records Retention And Disposition Schedule CO-2, pursuant to 8 NYCRR § 185.13 (Appendix J).

18.4 In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

18.5 Trinity acknowledges and agrees that the County is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). In order for the County to assert the exception for proprietary information contained in Public Officers Law Section 87(2)(d), Trinity shall mark any Confidential Information it wishes to have the County withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

19. SIGNATURES

Agreement to and acceptance of this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both Parties hereto.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of laws. Trinity expressly consents to the exclusive jurisdiction and venue in Oneida County, New York in connection with any dispute arising out of, or in connection with, this Agreement.

21. SERVICE OF PROCESS

Trinity agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action on the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action shall be deemed good and sufficient service. In the event that at the time an action is filed Trinity does not maintain an entity and address listed with the New York State Department of State for service of process, then service on the entity and address listed as of the date of negotiation of this Agreement, namely Trinity Services Group, Inc., 477 Commerce Boulevard, Oldsmar, FL 34677-3018, shall be deemed good and sufficient service.

22. ASSIGNMENT

In accordance with Section 109 of the General Municipal Law, this Agreement may not be assigned by Trinity 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. Trinity may, however, assign its right to receive payments without the County's prior written consent unless this Agreement concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

23. ENTIRE AGREEMENT AND WAIVER

The terms of this Agreement, including any exhibits, schedules, attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Food Services and Duties), Exhibit B (County Responsibilities), Exhibit C (Trinity's Responsibilities), Exhibit D (Sanitation), Exhibit E (Security), Exhibit F (Financial Arrangements, including Schedule 1), and Exhibit G (Standard Contract Clauses Addendum). 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.

REMAINDER OF PAGE LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by the terms and conditions of this Agreement and accompanying addenda, as of the date first above written.

Oneida County

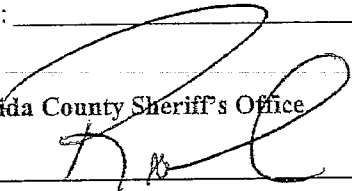
By: _____

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: _____

Oneida County Sheriff's Office

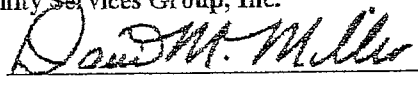
By:  _____

Printed Name: Robert M. Maciol

Title: Sheriff

Date: 4-22-20

Trinity Services Group, Inc.

By:  _____

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: 4/14/20

Approved

Alison Stanlevich, Esq.
Assistant County Attorney

EXHIBIT A

FOOD SERVICES AND DUTIES

1. Trinity shall deliver high quality Food Services, in accordance with industry standards. Food Services shall meet all applicable Federal, State, and Local guidelines, laws, and regulations, including the guidelines as prescribed by the New York State Commission of Correction Law, Title 9 NYCRR Part 7009 covering Minimum Standards and Regulations of Food Services.
2. Trinity shall operate the Food Services program using corrections-experienced and professionally trained personnel who will comply with all Federal, State, and Local laws, regulations, and guidelines including, but not limited to, OCSO Correctional Facility regulations and directives from the Sheriff and his supervisory personnel.
3. Trinity shall ensure that with respect to the purchase of raw food products, all food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated. Additionally, Trinity will maintain food temperatures in accordance with the New York State Health Department's heating and cooling requirements, and will meet or exceed all New York State Department of Health Food Service Sanitation Guidelines, all National Commission on Correctional Health Care (NCCHC) guidelines, all Hazard Analysis Critical Control Point (HACCP) guidelines, New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009, and County Correctional Facility standards.
4. Trinity shall operate the Food Services program in a cost-effective manner.
5. Trinity shall offer a comprehensive education program for Trinity staff and Correctional Facility inmates assigned to kitchen duty.
 - a. Trinity shall provide inmate education through their Inmate Training Program to teach inmates real and usable job skills.
6. Trinity shall offer three (3) meals per day Monday through Friday consisting of a cold breakfast, hot lunch, and a hot dinner, and three (3) meals per day on Saturday and Sunday consisting of a cold breakfast snack, a hot brunch, and a cold dinner, as well as sack lunches of comparable nutritional value as required by the OCSO. All menus and special diets must meet the standards for adult holding and detention facilities as established by the National Commission of Correctional Health Care (NCCHC), New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009, and New York Correction Law Directives. Trinity will have all menus approved and signed annually by a Registered Dietitian licensed by the State of New York.

These three meals will be served at the following designated times:

Breakfast: 0700-0800 hrs

Lunch/Brunch: 1100-1200 hrs

Dinner: 1630-1730 hrs

No more than fifteen (15) hours is permitted between the dinner meal and the breakfast meal on the following day.

7. All meals served will be in compliance with current Recommended Daily Allowance for adults as established by the National Academy of Sciences, and as prescribed for inmates under New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009 for Food Services. Trinity shall institute revisions to the Food Services program when updates are issued by the aforementioned authorities.

8. Trinity shall provide the OCSO with a four (4) week meal plan each month. In addition to the regular twenty-eight (28) day cycle meal plan, Trinity will provide a special menu for inmates on special, modified, medical and/or religious diets (i.e.: Kosher meals, Ramadan, allergies, diabetic, etc.). Trinity will provide therapeutic or restricted diet meals upon the County's request. Specific therapeutic diets will be prepared and served to inmates in accordance with orders from the OCSO's attending physician, dentist, or responsible health authority. Proposed medical diets will be specific and complete and will be furnished in writing to Trinity by the County.

9. Trinity will provide a minimum of five (5) holiday meals at Thanksgiving, Christmas, New Year's Day, Independence Day, and Memorial Day, and others as requested by the County for inmates and staff.

10. Trinity will provide copies of all "special diets menus" to the Correctional Facility Medical Department and Administrative Office. Diets will include calorie content and food served by type and portion amount. Special diets will be provided to the Medical Department and Administrative offices prior to the start date of this Agreement.

11. Trinity will provide, at the request of the Sheriff/designee, "finger foods," including Nutra-Loaf, served with no utensils on a specialized tray for inmates housed in Special Housing Units, including medical/mental health watches.

12. Trinity must have the inmate menu reviewed at least annually by a Registered Dietician, licensed by the State of New York. This review shall include a signed nutritional compliance statement.

13. Trinity shall maintain a sample meal of each meal served for seventy-two (72) hours. The County reserves the right to review and change the menu at its discretion.

14. Minimum Food Specifications

a. All meat portions will be no less than four (4) ounces and no more than six (6) ounces cooked weight.

b. Beef shall be USDA inspected. Poultry shall be USDA inspected. Seafood shall be packed under Federal Inspection (PUFI); frozen fish must be a nationally recognized brand.

c. All dairy products must be U.S. government inspected. Fresh eggs must be USDA Grade A or equivalent; frozen eggs must be USDA inspected; milk must be pasteurized Grade A.

d. Fresh fruits and vegetables shall be selected according to written specifications for freshness, quality, and color; U.S. Grade B. Canned fruits and vegetables must be U.S. Grade B or Fancy. Fruits shall be packed in light syrup or water. Frozen fruits or vegetables shall be U.S. Grade B Choice or better.

e. Bread, rolls, cookies, pies, cakes, and puddings, either prepared or baked at the Correctional Facility, must meet USDA breakfast and lunch requirements, as applicable.

f. No pork products or pork derivatives, including gelatin, will be used. At the request of the Sheriff or his designee, Trinity will provide a manufacturer's statement of ingredients for the requested items.

g. Ground beef and ground beef patties will be provided with a minimum lean to fat ratio of 80/20. Ground beef will not contain any gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat will be used. During grinding, meat should remain below 40F, but not less than 30F. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

h. Cereal is designated on menus by a serving of one (1) cup. One cup is measured to be either nine (9) ounces by volume or one and one-half (1.5) ounces by weight. Only bulk cereal is to be used.

i. Condiments such as ketchup, mustard, mayo-type dressing, margarine, salad dressing, syrup, and jelly will be provided in prepackaged, portion control packages. Salt and pepper will not be served to inmates.

15. Other Meal and Food Requirements

a. Trinity will provide meals in paper bags or other temporary food storage containers for inmates that miss meals because they are out of the Correctional Facility at the time of meal service.

b. At a minimum, these "bagged/boxed" meals shall be composed of the following: Four (4) slices of bread, two (2) ounces of meat (e.g. turkey, turkey bologna, turkey salami, etc.), two (2) ounces of cheese, one (1) serving of fruit (e.g., apple, orange, pear), a beverage, and packaged condiments (e.g., mustard, mayo-type dressing, ketchup).

c. Trinity will provide, at their expense, natural fruit juice (may be reconstituted) for special diets. A stock (minimum of one (1) quart) of the aforementioned natural fruit juice will be kept in the Correctional Facility's Medical Office for their use during emergencies.

16. Staff Meals

a. Trinity will provide one (1) meal to Correctional Facility staff, as provided for under their collective bargaining agreement (232 Correction Officers and 20 Civilian Staff Members), who are assigned to work during regularly scheduled meal times. Meals provided will be the same as those served to inmates on the date and time of meal service.

b. Pursuant to the terms and conditions of the Collective Bargaining Agreement, the staff members may opt to receive a garden salad with choice of dressing, in lieu of a regular meal.

c. Additional staff food will be provided by Trinity upon request of the Sheriff or his designee. Staff meals will be counted in the total numbers of meals served to determine the price per the sliding scale.

17. Trinity Take-Out

a. Trinity will also provide "Trinity Take-Out" which includes an offering of higher quality meals to eligible inmates (good behavior). Menus will be available to eligible inmates and staff one (1) week before delivery.

b. Inmates will purchase these meals with money in their own accounts. If an inmate receives disciplinary action between order and delivery and/or is unable to receive the order, money will not be refunded to the inmate's account. Eligible inmates may purchase one (1) item per week.

c. OCSO staff may also purchase these meals.

18. Emergency Preparedness

a. Trinity shall maintain, at a minimum, a five (5) day supply of three (3) complete meals, including disposable service ware, at all times for both inmates and staff.

b. Trinity shall maintain procedures and emergency menus in the event of the following: loss of water, loss of steam or electricity, vendor failure, or work stoppage. Either a Tier One or Tier Two Meal Pattern will be implemented based upon Trinity's indicators for implementation.

c. Trinity shall be responsible for providing all paper products used during lock down events and will be responsible for the costs of these products.

d. Trinity shall offer Crisis Management Services (CMS). CMS shall provide immediate response and advisement for any food-related emergency at the OCSO, and will be available with incident response 24/7. CMS may also provide after-action reports to assist the OCSO with media inquiries, grievances, lawsuits, and New York State Commission of Correction inquiries.

EXHIBIT B

COUNTY RESPONSIBILITIES

1. County shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Food Services and Duties, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's Food Services and Duties hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.
2. County shall, at its own cost and expense, provide all fixed food equipment, such as coolers, kettles, etc., facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Food Services and Duties hereunder. Trinity shall provide, at its own costs and expense, all non-fixed food service items. Trinity will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by County becomes inoperative, hazardous, or inefficient to operate, Trinity shall notify County and have the right to effect repairs or replacements at the expense of the County if the County fails to do so after a reasonable amount of time after notice of said equipment deficiency. During such time period when the equipment is inefficient, hazardous, or fails to operate, County shall, if applicable, pay the cost of all paper products used during such time period. County shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof.
3. County will provide, install, maintain, repair, replace if necessary, and permit Trinity to use all mechanical food service equipment. Repairs required as a result of misuse or abuse or negligence by Trinity's personnel or inmates under their supervision of Trinity will be paid by Trinity. In the event repairs are required, Trinity will immediately notify the appropriate OCSO personnel.
4. County will provide inmate workers to assist Trinity employees in its Food Services and Duties. The OCSO will determine what workers to assign to work in Food Services and Duties after a request is made by an inmate and it is confirmed that they are eligible to work.
5. County will provide trash removal, pest control, office space, inmate uniforms, and utilities as specified above in section 1, excluding modem and FAX services.
6. County will provide adequate ingress and egress to all production areas used by Trinity and will provide adequate heat, gas, lights, ventilation, and all other utilities.
7. County will provide general maintenance to the building structure including, but not limited to the maintenance of, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces. Trinity will not make any alterations to, additions to, or removal of, any walls, windows, floors, ceilings, doors, equipment, or fixtures, without the prior written approval of the Sheriff or his designee. Windows and other openings will not be covered with any blinds or drapes without prior written approval of the Sheriff or his designee.
8. Non Solicitation. County will not, during the Term of this Agreement and for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that County breaches the terms of this provision, County shall pay Trinity an amount equal to the annual salary of such employee. This provision shall not apply to any person who was employed by the County prior to being employed by Trinity.

EXHIBIT C

TRINITY'S RESPONSIBILITIES

1. Staff

a. Trinity represents and warrants that they will maintain appropriately trained and educated staff to carry out the Food Services and Duties in the Agreement. All staff must be able to obtain a security clearance issued by the OCSO prior to commencing work within the Correctional Facility. Trinity shall continue to train its staff in accordance with applicable Federal, State, and Local rules, court orders, administrative directives, Correctional Facility directives, National Commission of Correctional Health Care, American Correctional Association and New York State Commission of Correction standards, Chairman's Memoranda, and policies and procedures of the OCSO.

b. Staff will be on duty seven (7) days per week, fifty-two (52) weeks per year during meal prep, service, and clean-up times.

c. Trinity will provide efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning to fulfill the terms and conditions of this Agreement.

d. Trinity will provide a Food Service Manager to be in attendance whenever the kitchen is in operation to assure quality performance. Either the Food Service Manager or a supervisor must be on duty each day, and must be on call twenty-four (24) hours per day in order to provide administrative backup for the on-duty staff.

e. In the event a Trinity staff position is open, so long as the vacant position is covered by overtime or by a qualified temporary Trinity employee, no staffing fine or penalties will be imposed by the County.

2. Reports and Records

a. Trinity will provide an accurate weekly report indicating the number of daily meals served to inmates and County staff. The report will be broken down into categories by the three (3) meal times, by housing locations, by regular meals, and by staff meals.

b. Trinity shall provide a monthly report, which shall be attached to an invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. This report shall also include i) a schedule of when work is done, ii) specific information of what work was done, and iii) the number of workers utilized and hours worked.

c. Trinity will provide training reports when applicable. Reports will be submitted monthly to the Sheriff or his designee.

3. Management Meetings

At the end of each quarter during the Term of this Agreement, Trinity will send Trinity's Regional Manager to the Correctional Facility to meet with the Sheriff/designee to discuss the following areas, including but not limited to food portion sizes, menu compliance (amount, product and completeness), food temperature and other health and safety issues, and any other concerns.

4. Equipment

a. Trinity may purchase any non-fixed inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. County does not have any liability under any Vendor Terms.

b. All equipment furnished by the County to Trinity is the sole property of the County, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the County.

5. Repair

Trinity shall be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions, but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the County, as defined in Exhibit B.

6. Non-Food Products

a. Trinity shall provide all paper, foil, and plastic products used in the daily routine of Food Services. These include, but are not limited to, aluminum foil, plastic wrap, paper bags, waxed paper, sandwich bags, plastic or foam trays and containers, plates (paper and otherwise), utensils (including those used in the preparation and service of meals), sporks, bowls with lids, cups with lids, bun rack covers (oven covers), labels, and parchment paper.

b. Trinity shall provide all protective garments for Trinity employees and inmate kitchen workers including, but not limited to, caps, hairnets, aprons, and plastic gloves.

c. Trinity shall provide all trash can liners for cans located in the kitchen area.

d. Trinity shall provide insulated meal carts for the transportation of meals to the housing units.

7. Grievances

a. Trinity shall comply with the OCSO's legal requirements for maintaining an Inmate Grievance Program pursuant to New York State Commission on Correction Minimum Standards and Regulations for Management of County Jails and Penitentiaries, Title 9 NYCRR, Part 7032. Trinity shall immediately provide notice of any grievances to the OCSO Grievance Coordinator and shall assist the OCSO Grievance Coordinator in processing these grievances.

b. Trinity shall maintain monthly statistics of grievances filed including complaints with and without merit. All grievances will be responded to in writing within 24 hours of receipt. The OCSO and the County shall review all inmate grievances and Trinity's actions. Trinity must implement the OCSO's recommendations.

EXHIBIT D

SANITATION

1. Trinity will ensure the entire Food Services department (kitchen, storeroom, and break room area) will be operated and maintained in a clean and sanitary condition in complete compliance with Federal, State, and Local standards, including, but not limited to, the regulations promulgated and enforced by the OCSO.
2. Trinity must successfully pass all required health and sanitation inspections whether by County, State, or Federal officials with a Grade "A" or equivalent numerical score. Any costs incurred by the County due to Trinity's failure to pass any required health and sanitation inspections will be the responsibility of Trinity.
3. Trinity will collect and dispose of all rubbish, garbage, litter, or other waste in the kitchen areas in accordance with the OCSO's policy. County will be responsible for proper removal of trash and garbage within a reasonable amount of time after completion of each meal from the Correctional Facility. County will provide dumpsters and will be responsible for having them emptied.
4. Trinity's Food Service Manager will participate in periodic Correctional Facility kitchen inspections with the Sheriff or his designee.
5. Trinity agrees to submit to inspections by the Sheriff or his designee and by County Health Department, State Health Department or other similar County, State, or Federal agencies upon the request of the Sheriff or his designee.
6. Trinity will require all employees on all shifts to have Federal, State, or County Food Service Sanitation Certifications when required by any such agency.
7. Trinity will not dispose of grease in drains. Grease will be disposed of in accordance with local health codes. The collection and removal of grease will be accomplished by an independent hauler, at Trinity's expense.
8. Trinity will establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances and chemicals. This includes MSDS regulations.
9. All chemicals, supplies, and other materials required for proper sanitation will be provided by Trinity. The use of any chemicals will be subject to prior approval by the Sheriff or his designee.
10. Trinity will provide regular and post-meal cleaning and/or sanitation of all oiled trays, carts, utensils, and other related items used and/or soiled during Food Services operations.

EXHIBIT E

SECURITY

1. The Sheriff or his designee will provide security services sufficient to enable Trinity and its personnel to safely provide the Food Services and Duties as outlined in the Agreement.
2. Trinity will abide by any and all County rules and regulations, procedures and orders, as well as any directive by the Sheriff or his designee concerning the safety and security of the Correctional Facility.
3. The Sheriff possesses the sole discretion to deny any person access to the Correctional Facility where the Sheriff determines that person to be a threat to the safety and/or security of the Correctional Facility.
4. Trinity is hereby made aware that the OCSO has a standing policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the Correctional Facility and will be reported to law enforcement. Trinity will bring to the attention of the Sheriff any employees with outstanding felony or misdemeanor warrants as soon as Trinity becomes aware of the same.
5. The Sheriff may issue temporary identification cards to Trinity's employees which they will be required to wear at all times while on Correctional Facility property. Cards will be returned to Correctional Facility central control and reissued to Trinity's employees each day.
6. The Sheriff will have control of all perimeter keys, locks and security. Trinity will have keys and access to those areas where food and supplies are stored and processed, including the kitchen, storeroom, and break area, and as to be determined by the Sheriff or his designee. The Sheriff will have absolute control and will maintain a master set of all keys.
7. The County reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity.
8. Trinity staff will direct inmates as to their kitchen tasks. Inmates shall not be permitted to supervise other inmates. An OCSO officer will be stationed in the kitchen while Trinity staff and inmates are present.
9. Trinity will abide by their own Security Procedures and Policies Program which includes policies for contraband prevention, tool control, key control, trash checks, taking of hostages, planned assaults, rumors (will be conveyed to OCSO staff), and shakedown procedures. Trinity staff shall also abide by all OCSO security measures, and will tailor their procedures to the OCSO's needs.
10. New Trinity employees will be required to attend an orientation program conducted by the OCSO consisting of a Safety for Civilians training seminar within one (1) year of employment. This training is due to the nature of the work environment. Trinity is responsible for compensating their employees during this training. Trinity is responsible for all other employee training.

EXHIBIT F

FINANCIAL ARRANGEMENTS

1. Price Per Meal

a. The County shall pay Trinity the price per meal as detailed in the Cost Scale, based on the number of inmates, which is attached hereto as Schedule 1 and incorporated herein by this reference.

b. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

c. In the event of an extension of the Term of this Agreement, meal prices shall be adjusted annually, effective on the anniversary date of the Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, or Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the Agreement anniversary date and shall be communicated to the County not less than thirty (30) days prior to the effective date of the new prices.

d. In addition, in the event of material unanticipated cost changes, whether in (i) Federal, State or Local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the Parties, it is agreed that Trinity shall have the right to request an adjustment of its per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of Food Services and Duties, menu changes requested by the Correctional Facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in Federal, State or Local standards or regulations including any applicable nutrition program standards or other unforeseen conditions beyond Trinity's control, it is agreed that Trinity shall have the right to request an adjustment of its per meal prices to reflect the impact of the change in circumstances.

e. The financial terms of this Agreement have been negotiated between the Parties upon the condition that Trinity will operate its Food Services and Duties at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If the County desires Trinity to change the operation or scope of its Food Services or Duties, County and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

2. Payment Terms

a. Trinity shall invoice the County each week, in arrears, for the total amount due from the County as the result of the number of meals served in the preceding week. The County shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

b. In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that the County's credit has become impaired, Trinity shall have the option to: (i) either decline to continue provision of Food Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (ii) terminate this Agreement without liability whatsoever to Trinity, by giving ninety (90) days prior written notice to the County.

c. All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the County.

3. Equipment Funds

a. Trinity will establish a fifty thousand dollar (\$50,000.00) equipment fund at no additional cost to the County. This fund will be used to replace the existing dishwasher that is unusable without continuous repairs.

b. If this Agreement is terminated before the end of five (5) years (the three (3) year initial Term as well as the two (2), one (1) year extension periods), the County shall pay Trinity the remaining cost of the dishwasher that has not depreciated. The County may choose to pay this cost directly to Trinity or pass this cost on to a new vendor.

SCHEDULE 1

COST SCALE

Inmate Meals Served	Price Per Meal
0-99	TBD
100-119	\$2.482
120-139	\$2.191
140-159	\$1.983
160-179	\$1.827
180-199	\$1.706
200-219	\$1.609
220-239	\$1.530
240-259	\$1.464
260-279	\$1.408
280-299	\$1.360
300-319	\$1.330
320-339	\$1.305
340-359	\$1.282
360-379	\$1.262
380-399	\$1.245
400 and Over	TBD

Final pricing will be determined by adding the total number of meals served in each week cycle (21 meals), and dividing by 21 to get the average number of meals served for that meal period billing cycle, applying the corresponding price from the scale and calculating the total amount due for the week.

Special component meals (Kosher, etc.) shall be billed at the rate of \$3.85 per meal.

EXHIBIT G

STANDARD ONEIDA COUNTY CONTRACT CLAUSES ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
 - b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110:
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
 - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent

with the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type

of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this

paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

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

- i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Updated: 11/8/2018



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 8, 2020

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

FIN 20 2020

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received an insurance claims from Preferred Mutual Insurance Company in the amount of \$1,076. The loss was due to a collision with a parked Sheriff's vehicle (#412). I would like request a Supplemental Appropriation of Funds of \$1,076 for Sheriff Auto Fleet repairs.

I respectfully request your Board approval for the following 2020 supplemental appropriation:

TO:

A3110.4522 Automotive Repairs \$1,076.00

This supplemental appropriation will be fully supported by anticipated revenue in:

A2681 Insurance Recoveries - Sheriff \$1,076.00

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 4-9-20

Administrative Office

6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division

6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division

6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division

200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495



ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.
County Executive

Thomas B. Keeler
Budget Director
TKeeler@ocgov.net

April 20, 2020

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

APR 20 2020 - 192

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

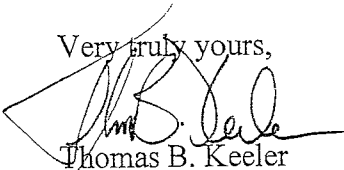
Oneida County has been notified of the award of program funding to support the improved quality of representation and services from the NYS Office of Indigent Legal Services (OILS). This award is for the three-year distribution of funds for program support. Funds provide services through the office of the Public Defender Office - Criminal Division and the Office of the Civil Defender.

This grant award is for a period of three years, beginning January 1, 2016 through December 31, 2018. Due to delays at the state, this grant contract has just been received. Funding for the three-year cycle is a total grant award of \$538,146. A result of the delays, it is necessary to request a two year extension of Distribution #6. *There are no County Match dollars required.*

At this time, I respectfully request your approval of this extension for the OILS Distribution #6 grant, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

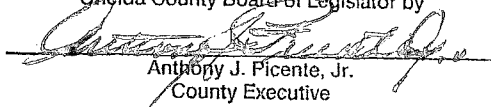
Thank you for your consideration.

Very truly yours,


Thomas B. Keeler
Budget Director

Encl.

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


Anthony J. Picente, Jr.
County Executive

Date 4-28-20

Oneida Co. Department: Budget

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

NYS Office of Indigent Legal Services
A.E. Smith Building, 11th Floor
80 South Swan Street
Albany, New York 12210

Title of Activity or Service:

Indigent Defense Services

Proposed Dates of Operation:

January 1, 2016 to December 31, 2018
*(This is an extension to Distribution #6
Required due to delays at the State.)*

Client Population/Number to be Served:

Oneida County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** This three-year award is granted for support for annual program initiatives in this state-mandated plan to provide legal representation for indigent parties.
- 2) **Program/Service Objectives and Outcomes:** Funds will be distributed to the Public Defender offices (Criminal and Civil) to support program staff expenses.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$538,146.00

Account # A1170, A1173

Oneida County Dept. Funding Recommendation: \$538,146.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This award contract was received late from NY State and is just now available for County approval.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C600030</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida, County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Distribution #6</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2016 To: December 31, 2018</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: January 1, 2016 To: December 31, 2020</p> <p>AMENDED PERIOD:</p> <p>From: January 1, 2019 To: December 31, 2020</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p>CURRENT: \$538,146.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program-Specific Terms and Conditions
- A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
- B-3 Capital Budget B-4-Net Deficit Budget
- B-1(A) Expenditure Based Budget (Amendment)
- B-2(A) Performance Based Budget (Amendment)
- B-3(A) Capital Budget (Amendment)
- B-4(A) Net Deficit Budget (Amendment)
-
- Attachment C: Work Plan
-
- Attachment D: Payment and Reporting Schedule
-
- Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

By: _____

Printed Name

William J. Leahy

Printed Name

Title: _____

Title: Director-Office of Indigent Legal Services

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

(N/A)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

April 17, 2020

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

APR 20 2020

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is a contract for Construction Inspection Services for bridge and highway construction projects.

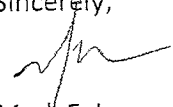
On April 1, 2020, the Oneida County Board of Acquisition & Contract accepted a proposal from Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. in the amount of \$121,640.00 to provide construction inspection services for the following projects:

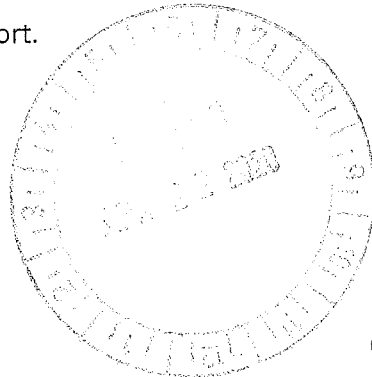
- Replacement of Structure C1-12, North Road over Tributary of Sconondoa Creek, Town of Augusta.
- Replacement of Structure C1-11, Knoxboro Road over Sconondoa Creek, Town of Augusta.
- Rehabilitation of Glenmore Road Bridge BIN 3310410 over Florence Creek, Town of Annsville.

The term starts upon the issuance of a Notice to Proceed and ends upon the earlier of completion of work or December 31, 2021. It is anticipated that the consultant will be able to perform the work while complying with all applicable Covid-19 related restrictions. Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,


Mark E. Laramie, P.E.
Commissioner



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


Anthony J. Picente, Jr.
County Executive

Date 4-22-20

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

Delta Engineers, Architects, Land Surveyors, &
Landscape Architects, D.P.C.
860 Hooper Road
Endwell, NY 13760

Title of Activity or Service:

Professional Consulting Services

Proposed Dates of Operation:

Start on Notice to Proceed - Project Completion
Anticipated before 12/31/2021

Client Population/Number to be Served:

N/A

Summary Statements

1) Narrative Description of Proposed Services:

On April 1, 2020, the Oneida County Board of Acquisition & Contract accepted a proposal to provide construction inspection services for the following projects.

Replacement of Structure C1-12, North Road over Tributary of Sconondoa Creek, Town of Augusta.
Replacement of Structure C1-11, Knoxboro Road over Sconondoa Creek, Town of Augusta.
Rehabilitation of Glenmore Road Bridge BIN 3310410 over Florence Creek, Town of Annsville.

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

3) Program Design and Staffing: N/A

4) Funding:

Account #: H-498
Total Funding Requested: \$121,640.00
Oneida County Dept. Funding Recommendation: \$121,640.00

Proposed Funding Sources

Federal: \$0.00
New York State: \$0.00
County: \$121,640.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made this 1st day of April 2020, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C., (hereinafter called "Consultant"), a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York 13760 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County requires construction inspection services associated with the rehabilitation of structures C1-12, structure C1-11, and bridge BIN 3310410; and

WHEREAS, Consultant has submitted a proposal to provide such services, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in the Proposal, attached hereto as **Attachment B** (hereinafter "the Services"). **Attachment B**, prepared by the Consultant, signed March 10, 2020, and consisting of 24 pages; is hereby incorporated by reference.

1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate upon completion of all work on all projects, but no later than December 31, 2021.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. COMPENSATION

3.1. Consultant will be paid a not-to-exceed fee of **One Hundred Twenty-One Thousand Six Hundred Forty dollars and Zero cents (\$121,640.00)**, for the Services identified in **Attachment B**.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance

with the hourly rates established in **Attachment B**.

3.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the lump sum fixed fee and not-to-exceed fee.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.6. Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

3.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

4. EXECUTORY OR NON-APPROPRIATION CLAUSE

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of

termination.

5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services 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.

6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant 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.

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel,

equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

7. **NON-ASSIGNMENT**

7.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

8. **SUBCONTRACTS**

8.1. A subconsultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and the subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. **CHANGE IN SERVICES**

9.1. In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County designates the Deputy Commissioner, Division of Engineering, as their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates Joseph Mieczkowski, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or subconsultant shall be subject to approval by the Project Manager for County.

11. NOTICES

11.1. Any notice to County may be delivered personally or sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an

independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County or its officers, agents or employees.

14. INSURANCE REQUIREMENTS

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

14.2. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as additional insureds on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim.

14.7. Waiver of Subrogation: Consultant waives all rights against County and its agents,

officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

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

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by

law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

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

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. ADDENDUM

19.1. Consultant shall comply with **Attachment A**, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

20. NON WAIVER

20.1. 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.

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

21.2. Any litigation relating to or arising out of this Agreement shall be heard 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.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. Attachment A – Addendum

22.1.2. Attachment C – Change Order, in reverse chronological order, if applicable

22.1.3. This Agreement

22.1.4. Attachment B – Consultant Proposal

23. SUCCESSORS AND ASSIGNS

23.1. 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.

24. SEVERABILITY

24.1. 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 with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

26.1. 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.

27. AUTHORITY TO ACT/SIGN

27.1. Consultant's signatory hereby represents and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

28. ADVICE OF COUNSEL

28.1. 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.

29. AMENDMENTS

29.1. Amendments to this Agreement, if needed, shall be in the form of the Charge Order attached hereto as **Attachment C**.

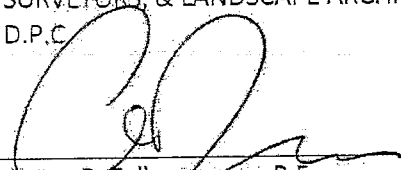
(Remainder of page intentionally left blank.)

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

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

DELTA ENGINEERS, ARCHITECTS, LAND
SURVEYORS, & LANDSCAPE ARCHITECTS,
D.P.C.



Aaron P. Falkenbeyer, P.E.
Vernon Office Group Director

4/21/2020

APPROVED BY

Linda Bylica Lark
Assistant County Attorney

ATTACHMENT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1st day of April, 2020, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set

forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from

another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

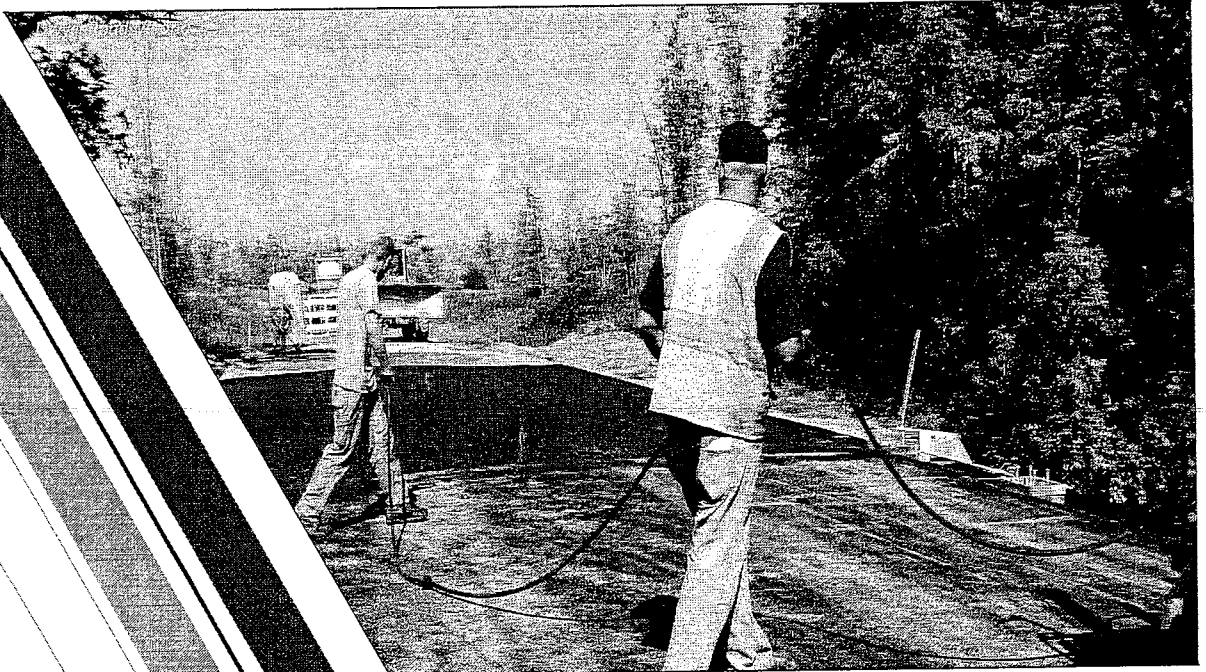
20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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

Updated: 11/8/2018

DELTA

ENGINEERS, ARCHITECTS, & LAND SURVEYORS

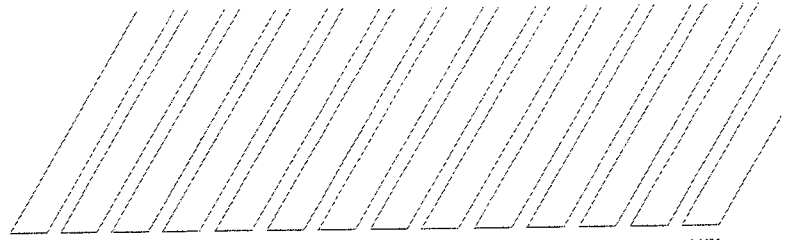


ONEIDA COUNTY DPW
2020 BRIDGE AND HIGHWAY CI SERVICES



MARCH 11, 2020

AN ISO 9001:2015 CERTIFIED COMPANY



Mr. Mark E. Laramie, PE
Deputy Commissioner
Oneida County
Department of Public Works
5999 Judd Road
Oriskany, New York 13424

**Re: Oneida County DPW
2020 Bridge and Highway
CI Services**

March 11, 2020

Dear Mr. Laramie,

Thank you for the opportunity to present our qualifications in response to the Oneida County Department of Public Works (OCDPW) Request for Proposals for bridge and highway construction inspection services. Based on our review of the information provided and our extensive experience with Oneida County, we are confident that **Delta Engineers, Architects, & Land Surveyors, DPC (Delta)** will provide exactly what the OCDPW is looking for - a knowledgeable, experienced, and competent inspection team that will meet and exceed all stated objectives. We have structured this submittal to respond directly to the information requested and have transmitted it via e-mail in PDF format.

Delta, an ISO 9001:2015 certified company, has offered an array of professional engineering and construction services to assist our municipal project partners since our establishment in 1976. Our firm employs 150 employees at five offices located in nearby Vernon, NY, Syracuse, NY, Endwell, NY, Schenectady, NY, and Chevy Chase, MD. **Delta** has provided services for many locally-funded bridge projects and, in doing so, has established excellent working relationships with our local project partners.

Our Vernon, NY office is located less than 30 minutes from the location of the majority of the Oneida County projects identified on the project experience table provided. This proximity will allow our Project Manager and inspector(s) to be on site quickly and efficiently.

Our Transportation Group staff currently consists of 18 people, including six PEs, one EIT, one CPESC, and seven seasonal construction inspectors. Dennis R. Wilson, PE, our Resident Engineer/Chief Inspector, will oversee all inspection activities. With over 45 years of experience (including 39 with NYSDOT), Dennis has provided Construction Inspection oversight services for municipal and NYSDOT projects of all sizes and types. His duties will include inspection staffing, performance and oversight of inspection staff, adherence to specifications and client standards, completeness and compliance of record keeping, and overall client satisfaction. He also has a strong working knowledge of construction materials and methods. We can ensure the OCDPW of exceptional construction oversight by a knowledgeable and experienced inspection team that will be committed to the producing excellent results.

Delta does not cite any current or anticipated obligations that may affect our performance or use of identified personnel proposed for this project. Our current workload is well within historic norms and would easily accommodate the inspection services needed by Oneida County.

We believe that our team of qualified specialists will provide the experience and depth of knowledge to provide excellent construction inspection services. We strive to be a "seamless extension of our clients' organizations" and look forward to the opportunity to serve Oneida County on this project. If you have any questions or require additional information, please contact me directly at (315) 953-4200.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC

Aaron P. Falkenmeyer, PE
Vernon Group Director



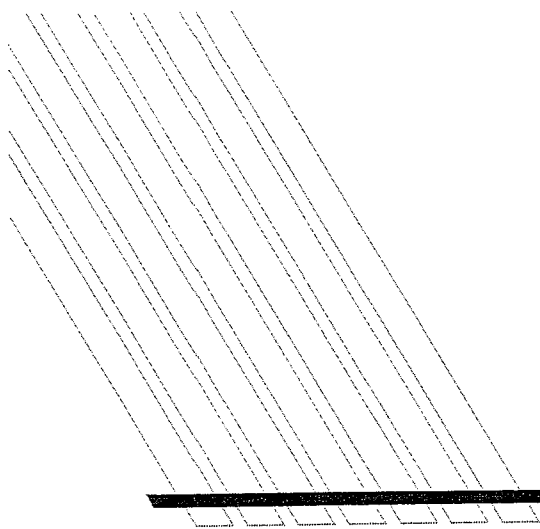
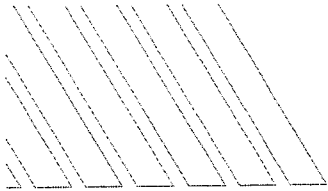


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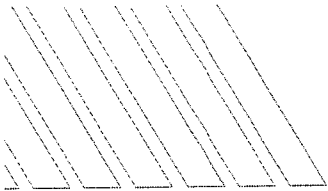
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I. SUB-CONSULTANT USE

Delta will self perform all project requirements since there are no specific MBE/WBE/SDVOB requirements stated.



II. APPENDICES

Appendix A Non Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their 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 knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

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

2) 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 therefore. 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 political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a 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 subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Delta Engineers, Architects, & Land Surveyors, DPC
(Legal Name of Person, Firm or Corporation)

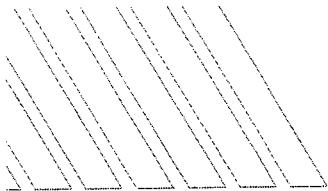
Name: Aaron P. Falkenmeyer, PE

Title: Vernon Group Director

Signature: 

Date: March 10, 2020

(SIGN AND RETURN WITH PROPOSAL)



II. APPENDICES

Appendix B Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List:

Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

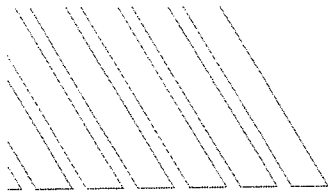
(Legal Name of Person, Firm or Corporation)

Delta Engineers, Architects, & Land Surveyors, DPC
Name: Aaron P. Falkenmeyer, PE

Title: Vernon Group Director

Signature

Date: March 10, 2020



II. APPENDICES

Appendix C Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) 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 wastes and recyclables generated within the Authority's service area by performance of this contract by 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.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

Delta Engineers, Architects, & Land Surveyors, DPC
(Legal Name of Person, Firm or Corporation)

Name: Aaron P. Falkenmeyer, PE

Title: Vernon Group Director

Signature: 

Date: March 10, 2020

(SIGN AND RETURN WITH PROPOSAL)

II. APPENDICES

Appendix D

Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

Delta Engineers, Architects, & Land Surveyors, DPC

(Legal Name of Person, Firm or Corporation)

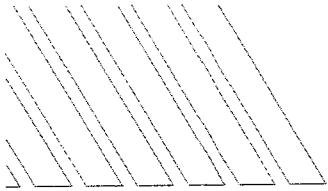
Name: Aaron P. Falkenmeyer, PE

Title: Vernon Group Director

Signature: 

Date: March 10, 2020

(SIGN AND RETURN WITH PROPOSAL)



III. FEE PROPOSAL

APPENDIX H

For the purpose of equal evaluation of proposals submitted, the consultant shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

- A. Resident Engineer / Chief Inspector
- B. Project Manager
- C. Administrative Assistant

Construction documents were prepared by two project designers and bid under two separate packages. Projects may be awarded to a single or multiple Contractors.

1. Structure C1-12, North Road over Tributary of Sconondoa Creek, Town of Augusta Estimated Project Duration: 10 weeks				
A. 400 hours @	\$75	/hour=	\$30,000	(straight time)
A. 100 hours @	\$65	/hour=	\$6,500	(over time)
B. 50 hours @	\$120	/hour=	\$6,000	(straight time)
C. 20 hours @	\$40	/hour=	\$800	(straight time)
Total			\$43,300	

2. Structure C1-11, Knoxboro Road over Sconondoa Creek, Town of Augusta Estimated Project Duration: 10 weeks				
A. 400 hours @	\$75	/hour=	\$30,000	(straight time)
A. 100 hours @	\$65	/hour=	\$6,500	(over time)
B. 50 hours @	\$120	/hour=	\$6,000	(straight time)
C. 20 hours @	\$40	/hour=	\$800	(straight time)
Total			\$43,300	

3. BIN 3310410, Glenmore Road over Florence Creek, Town of Annsville Estimated Project Duration: 8 weeks				
A. 320 hours @	\$75	/hour=	\$24,000	(straight time)
A. 80 hours @	\$70	/hour=	\$5,600	(over time)
B. 40 hours @	\$120	/hour=	\$4,800	(straight time)
C. 16 hours @	\$40	/hour=	\$640	(straight time)
Total			\$35,040	

2020 RATE SCHEDULE



Effective Thru: 12/31/20

Project Name: Oneida County DPW 2020 Bridge and Highway CI Services

Client Name: Oneida County Department of Public Works

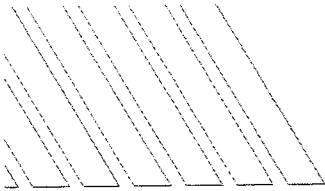
LABOR

TITLE	HOURLY RATE
PRINCIPAL	\$190
SENIOR PROJECT MANAGER	\$175
PROJECT MANAGER	\$145
PROFESSIONAL LAND SURVEYOR	\$140
SENIOR PROJECT ARCHITECT/ENGINEER	\$130
PROJECT ARCHITECT/ENGINEER	\$115
SENIOR ARCHITECT/ENGINEER	\$100
INTERIOR DESIGNER	\$100
ARCHITECT/ENGINEER	\$90
ASSISTANT ARCHITECT/ENGINEER	\$85
SENIOR TECHNICIAN	\$80
TECHNICIAN	\$60
ASSISTANT TECHNICIAN	\$45
ADMINISTRATIVE ASSISTANT	\$65
SENIOR ENVIRONMENTAL SCIENTIST	\$130
ENVIRONMENTAL SCIENTIST	\$85
INDUSTRIAL HYGIENIST	\$65
PARTY CHIEF	\$100
SURVEY TECHNICIAN	\$70
CONSTRUCTION SUPERVISOR	\$140
LEVEL 4 INSPECTOR	\$120
LEVEL 3 INSPECTOR	\$110
LEVEL 2 INSPECTOR	\$85

REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	\$ 0.25/Square Foot
VELLUM	\$ 0.50/Square Foot
MYLAR	\$ 0.75/Square Foot
PHOTOCOPIES	\$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
FILM AND PHOTO DEVELOPING	AT COST
SUBCONTRACT SERVICES	COST + 10%
HIGH DEFINITION LASER SCANNER	\$500/Day; \$250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST

Note: Project-Specific Rates established to reflect staffing and market conditions existing at time of proposal.



IV. PROJECT APPROACH

Delta understands that the scope of work is to provide construction inspection services for the following projects:

1. Replacement of Structure C1-12, North Road over Tributary of Sconondoa Creek, Town of Augusta.
 - a. The existing 6ft.-7in. span x 4ft.-lin. rise x 80ft. long multiplate pipe arch, will be replaced by a three sided precast concrete structure set on spread footings, bearing on undisturbed earth. The new structure will be constructed approximately 100 ft. north of the existing structure. The Town of Augusta will be constructing new stream channel to meet the new structure alignment. Following completion of the new structure and stream channel, the old structure will be removed and the site restored. The County project will be limited to the existing highway boundaries. Coordination between town and county contractors may be necessary during construction. Construction inspection duration is estimated at 10 weeks.
2. Replacement of Structure C1-11, Knoxboro Road over Sconondoa Creek, Town of Augusta.
 - a. The existing 15ft.-8in. span x 9ft.-7in. rise x 80ft. long multiplate pipe arch, will be replaced by a three sided precast concrete structure set on cast in place concrete footings and driven bearing piles. Construction inspection duration is estimated at 10 weeks.
3. Rehabilitation of BIN 3310410, Glenmore Road over Florence Creek, Town of Annsville.
 - a. Remove existing open grate steel decking and replace with cast in place reinforced concrete deck. Construction inspection duration is estimated at 8 weeks.

We acknowledge that Oneida county requires a Professional Engineer on staff, who will be responsible for the coordination of services and the supervision of all inspectors. We have included resumes and NYS Professional License information for Aaron P. Falkenmeyer, PE and Dennis R. Wilson, PE, both of whom are licensed engineers.

Delta will not utilize subconsultants for this project. In the event that the scope of work requires the addition subconsultant participation, **Delta** will be responsible for the coordination of services and the supervision of all inspectors and subconsultants.

Delta has selected Dennis R. Wilson, PE as the Engineer-in-Charge to oversee all inspection

activities. We acknowledge that the inspector must possess a minimum of 5 years of civil or highway construction inspection experience, along with knowledge of construction materials and methods. Dennis has provided construction inspection oversight for municipal and NYSDOT projects for various sizes and types, and as a result, is familiar with the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping. He has the ability to maintain office records, perform complex quantity computations, read and interpret plans and specifications, as well as work effectively with other people.

Delta understands that the selected inspector will document the progress of the projects daily, verify that the correct materials are utilized, verify that the project is constructed according to the approved specifications, record the quantities used for reimbursement, review and make recommendations of the contractor's requests for payment, and keep the County Liason informed of the progression of the work.

As the Chief Inspector, Dennis will conduct a preconstruction meeting and the project manager will compile and distribute meeting minutes. Oneida County will forward bid results, plans and specifications to the inspector of the selected firm. The contractor will provide the schedule and the project designer will review and approve the shop drawings.

Delta places significant emphasis on our project management approach. Our selected project manager will ensure that the construction is completed in accordance to the plans and specifications, identify any additional work that may be required and provide a letter of recommendation detailing such, prepare change orders to the construction contract for review and approval by the county, advise the county of changes needed to the construction drawings, maintain a log of the reasons for the implementation of changes, provide any field testing and approval of materials, and handle communications with the construction contractor.

The estimated construction timeframe from the referenced projects is spring 2020 through summer 2021. With our current workload well within historic norms and our close proximity to Oneida County, **Delta** finds this timeframe reasonable.

V. PROJECT STAFF EXPERIENCE WITH SIMILAR PROJECTS



AARON P. FALKENMEYER, PE

Principal-in-Charge

Mr. Falkenmeyer is the Vernon Office Group Director. With expertise in land development, Aaron has managed a wide range of civil projects for commercial, state, municipal, university, and residential clients. He provides design and permitting assistance and oversees budget and scheduling to ensure projects proceed as planned. Aaron has experience managing projects as diverse as sub-division developments, convenience market expansions, highway and bridge repairs and rehabilitations, recreational facility design and upgrades, beach restoration, and hotel expansions.

Aaron has significant previous experience providing services for the Oneida County Department of Public Works.

LICENSES/CERTIFICATIONS

Professional Engineer: NY, MD, PA
NY License Number: 084362

EDUCATION

Rochester Institute of Technology, BS, Civil Engineering Technology, 2001
Mohawk Valley Community College, AAS, Civil Engineering Technology, 1998

EXPERIENCE

20 years of experience, 11 years with Delta

RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY REPLACEMENT OF BIN 331150, WILLIAMS STREET OVER SCONONDOA CREEK CONSTRUCTION INSPECTION

Principal -in-Charge/Project Manager

Delta performed construction inspection on the existing bridge. The project scope consisted of refacing existing abutments, wing walls and provide scour protection along the footings; repair existing concrete deck surface and overlay entire deck. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY SUPERSTRUCTURE REPLACEMENT OF BIN 3311280, DWYER ROAD OVER STONY CREEK CONSTRUCTION INSPECTION

Principal -in-Charge/Project Manager

Delta performed construction inspection on the existing bridge. The project scope consisted of removing the existing multi-girder superstructure and replace it with pre-stressed concrete slab units overlaid with an asphalt wearing surface. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY REHABILITATION OF CULVERT 12+96, RANDEL ROAD (CR 48) CONSTRUCTION INSPECTION

Project Manager

Delta performed construction inspection on the existing structure consisting of a 4 ft. span x 4.5 ft. rise concrete box culvert. A new concrete box culvert replaced the existing box culvert. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY DRAINAGE STRUCTURE IMPROVEMENT PROJECT INSPECTION SERVICES

Project Manager

Delta was contracted by the Oneida County DPW to perform inspection services at the Oneida County Airport in Oriskany, NY. The scope of services for this project included inspection of 22 drop inlets to evaluate and determine the need and extent of repairs required prior to road resurfacing. Delta provided Oneida County with a site location map and a detailed observation and recommendation report that included photographs of each drop inlet. *Project Owner: Oneida County Department of Public Works*

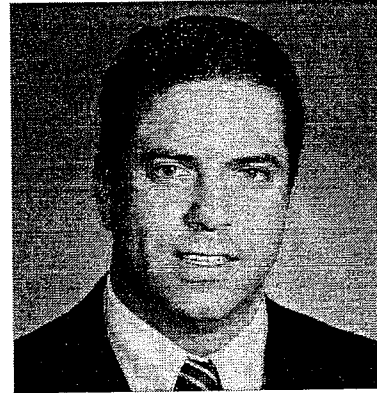
ONEIDA COUNTY STARR HILL ROAD DRAINAGE IMPROVEMENTS CI

Project Manager

Existing corrugated metal culverts were replaced at three separate locations along Starr Hill Road with precast concrete box culverts. Stream restoration measures were used at the inlet and outlet of each replaced culvert. In addition, paving upgrades, striping, and guiderail installation were completed. Traffic maintenance measures were necessary to ensure a safe worksite and smooth traffic flow during construction. Delta provided construction inspection services for this project. *Project Owner: Oneida County Department of Public Works*



V. PROJECT STAFF EXPERIENCE WITH SIMILAR PROJECTS



DANIEL L. FALDZINSKI, PE

Project Manager

Mr. Faldzinski is a Project Manager in Delta's Facilities Group. Dan has over 20 years of engineering experience in the areas of land development, site planning, and municipal water, sewer and stormwater management design. Municipal engineering is his primary focus and his versatility includes consulting to municipal boards, highway and public works departments, and water treatment works. He designs for wastewater treatment and conveyance systems, pumping systems, stormwater pollution prevention plans, erosion and sediment control plans, paving and grading plans, municipal roadway designs, floodplain management solutions, stream restoration, and wetland mitigation.

LICENSES/CERTIFICATIONS

Registered Engineer NY
NYS License: 081299

EDUCATION

Clarkson University, BS, Civil/Environmental Engineering Technology, 1996
SUNY Potsdam, Computer Science/Math, 1993

EXPERIENCE

24 years total, 4 years with Delta

RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY HAMILTON COLLEGE CAMPUS ROAD CR77 RECONSTRUCTION *Senior Civil Engineer*

This \$0.630 million project consisted of the reconstruction and widening of Campus Road (CR 77) on the Hamilton College campus in the Town of Kirkland in Oneida County, NY. The reconstruction included removal of deteriorated concrete paving and curbing, replacement with new granite curbing, the full depth restoration using asphalt pavement, new drainage inlets, ADA-compliant curb ramps and crosswalks, the relocation of pedestrian scale lighting, and the installation of Stormwater treatment measures. *Project Owner: Oneida County Department of Public Works*

CITY OF ROME LIBERTY & GEORGE STREET PARKING GARAGE DEMOLITION *Senior Civil Engineer*

Under the City of Rome's Downtown Revitalization Initiative (DRI) Grant through the Empire State Development funding, Delta was awarded the design and construction administration contract for the demolition for a 1970's era concrete parking garage constructed under an Urban Renewal initiative. The demolition is the first phase of implementing a long-term revitalization effort for the downtown area, and was partially completed as a landscaped public parking area with the remainder of the site available for development as residential and retail space. Delta provided engineering design services; a management plan for solid waste; asbestos and hazardous materials testing, abatement design, project monitoring services, and all aspects of construction administration. *Project Owner: City of Rome, NY*

CITY OF OSWEGO RIVERWALK WEST DR43348 INFRASTRUCTURE REPAIRS *Project Manager*

Maintenance of high lake levels through the implementation of Plan 2014 by the International Joint Commission (IJC), and in conjunction with extreme rainfall, a rapid snow melt in the spring of 2017, resulted in significantly higher water levels on Lake Ontario, causing widespread flooding. The flooding damaged much of the waterfront infrastructure and homes along the southern and eastern shores of Lake Ontario. The Federal Emergency Management Agency (FEMA) declared a state of emergency, and provided funding for repairs. During this long-term flooding event, the cities' premier riverfront public park sustained long-term damage. High water levels of the Oswego River also damaged sidewalks, stone revetment walls, and railings along the Riverwalk Park. Delta is currently designing repairs to the riverfront infrastructure, including sidewalks, retaining walls, ornamental railings, stairs, and also stabilization of compromised embankments. *Project Owner: City of Oswego, NY*



V. PROJECT STAFF EXPERIENCE WITH SIMILAR PROJECTS

DENNIS R. WILSON, PE

Engineer-in-Charge

Mr. Wilson is a Construction Supervisor in Delta's Transportation Group. With over 40 years of experience including thirty-five with NYSDOT, Dennis has provided Construction Inspection services for municipal and NYSDOT projects of all sizes and types. While at NYSDOT, he served over 15 years as Region 9 Rail Coordinator. Dennis manages inspection staffing and ensures that each project phase receives sufficient inspection oversight. He and his staff ensure construction adheres to design specifications and client standards, producing complete and compliant records. With extensive background in construction inspection, Dennis provides in-depth insight to plan for contingencies. He is particularly skilled at performing constructability reviews during the design phase to avoid unnecessary delays and complications when construction begins.

Dennis has significant experience providing services to the Oneida County Department of Public Works previously.

LICENSES/CERTIFICATIONS

Professional Engineer: NY
License Number: 060007-1

EDUCATION

SUNY Delhi, AAS, Heavy Highway, 1968

EXPERIENCE

49 years of experience, 10 years with Delta



RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY REPLACEMENT OF BIN 3310910, OLD SR 12 (CR 82) OVER CINCINNATTI CREEK CONSTRUCTION INSPECTION

Engineer-in-Charge

Delta performed construction inspection on the existing bridge consisting of a 49 ft. span jack arch with concrete deck and parapets. Abutments are cast in place concrete on spread footings. The new bridge consists of integral abutments supported on piles, prestressed concrete beams with a concrete wearing surface, new bridge rail and approach rail. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY SUPERSTRUCTURE REPLACEMENT OF BIN 3311380, LOWELL ROAD (CR 52) OVER MUD CREEK CONSTRUCTION INSPECTION

Engineer-in-Charge

Delta performed construction inspection on the existing bridge consisting of a 34 ft. span steel beam bridge with a wood deck and asphalt overlays. Abutments are cast in place concrete on spread footings. Prestressed beams were installed on a modified bridge seat and a concrete wearing surface. Minor vertical curve correction also took place. New bridge rail and approach rail were installed. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY REHABILITATION OF CULVERT 12+96, RANDEL ROAD (CR 48) CONSTRUCTION INSPECTION

Engineer-in-Charge

Delta performed construction inspection on the existing structure consisting of a 4 ft. span x 4.5 ft. rise concrete box culvert. A new concrete box culvert replaced the existing box culvert. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY PRESTON HILL BRIDGE REPLACEMENT CONSTRUCTION INSPECTION

Engineer-in-Charge

The existing steel superstructure of the Preston Hill Bridge (BIN 3311300) was replaced with prestressed concrete beams during this project. In addition, existing bridge sub-structures were rehabilitated and paving upgrades, striping, and guide rail installation were completed. Traffic maintenance measures were also necessary to ensure a safe worksite and smooth traffic flow during construction. Delta provided construction inspection services for this project. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY STARR HILL DRAINAGE IMPROVEMENTS CI

Engineer-in-Charge

Existing corrugated metal culverts were replaced at three separate locations along Starr Hill Road with precast concrete box culverts. Stream restoration measures were used at the inlet and outlet of each replaced culvert. In addition, paving upgrades, striping, and guiderail installation were completed. Traffic maintenance measures were necessary to ensure a safe worksite and smooth traffic flow during construction. Delta provided construction inspection services for this project. *Project Owner: Oneida County Department of Public Works*



V. PROJECT STAFF EXPERIENCE WITH SIMILAR PROJECTS



TODD M. KOGUT

Civil Engineer

Mr. Kogut is a Civil Engineer in the Delta Facilities Group and is based in our Vernon, NY office. Todd has over 30 years of engineering experience in the areas of site/civil, mechanical, and plumbing design for clients in the education, health care, municipal, and industrial sectors. Site/civil engineering is his primary focus, and his versatility includes site layout and grading design, utility coordination, wetland mitigation, SWPPP development, and sanitary/storm sewer design. He is also an expert designer of roads, parking areas, retaining walls, pedestrian amenities, and recreational facilities. Todd is capable of creating as-built documentation for complex plumbing and mechanical systems, existing facility demolition plans, and comprehensive site plans for large developments. He is also a seasoned construction inspector and has provided these services for municipalities and authorities throughout Central New York.

Todd has significant experience providing services to the Oneida County Department of Public works previously.

EDUCATION

Mohawk Valley Community College, AS,
Mechanical Drafting Technology, 1988

EXPERIENCE

32 years of experience, 4 years with Delta

RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY REPLACEMENT OF BIN 331150, WILLIAMS STREET OVER SCONONDOA CREEK CONSTRUCTION INSPECTION

Civil Engineer

Delta performed construction inspection on the existing bridge. The project scope consisted of refacing existing abutments, wing walls and provide scour protection along the footings; repair existing concrete deck surface and overlay entire deck. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY SUPERSTRUCTURE REPLACEMENT OF BIN 3311280, DWYER ROAD OVER STONY CREEK CONSTRUCTION INSPECTION

Civil Engineer

Delta performed construction inspection on the existing bridge. The project scope consisted of removing the existing multi-girder superstructure and replace it with pre-stressed concrete slab units overlaid with an asphalt wearing surface. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY REHABILITATION OF CULVERT 12+96, RANDEL ROAD (CR 48) CONSTRUCTION INSPECTION

Civil Engineer

Delta performed construction inspection on the existing structure consisting of a 4 ft. span x 4.5 ft. rise concrete box culvert. A new concrete box culvert replaced the existing box culvert. *Project Owner: Oneida County Department of Public Works*

OSWEGO SUPPLEMENTAL FLOOD REPORT

Civil Engineer

The City of Oswego has assessed the amount of damage incurred by City-owned infrastructure resulting from the implementation of Plan 2014 and the higher Lake Ontario water levels. Delta was retained to assess and design repairs and restoration measures for a total of four separate locations in the city's waterfront area. In addition to the design, Delta is also responsible for all permitting, completion of SEQOR, necessary preliminary studies and developing the project scope in partnership with FEMA, New York State, and the City of Oswego. *Project Owner: City of Oswego, NY*

ADDITIONAL PROJECT EXPERIENCE

ONEIDA COUNTY TOWN OF BOONVILLE CUMMINGS CREEK

Project Owner: Oneida County Department of Public Works

ONEIDA COUNTY TOWN OF BRIDGEWATER UNADILLA RIVER

Project Owner: Oneida County Department of Public Works



V. PROJECT STAFF EXPERIENCE WITH SIMILAR PROJECTS

JASON M. SWISTAK

Engineering Technician

Mr. Swistak is a Civil Engineering Technician in the Delta Facilities Group. Jason has a broad base of design technician expertise that makes him a versatile member of any project team. His background includes experience executing design for general site/civil and grading layouts, sanitary and storm sewer projects, road and parking lot assignments, and utility coordination.

He is well-versed in the development of storm water pollution protection plans (SWPPP) and related inspections and holds several certifications related to work in the concrete industry.

Jason has one year of experience as a NYSDOT Construction Inspector.

LICENSES/CERTIFICATIONS

Concrete Plant Testing Technician: NY
ACI Concrete Field Testing Technician - Grade I
Certified QC/QA Technician for Hot Mix Asphalt

EDUCATION

Mohawk Valley Community College, Civil Engineering Technology

EXPERIENCE

3 years of experience, 2 years with Delta



RELEVANT PROJECT EXPERIENCE

ONEIDA COUNTY REPLACEMENT OF BIN 331150, WILLIAMS STREET OVER SCONONDOA CREEK CONSTRUCTION INSPECTION

Engineering Technician

Delta performed construction inspection on the existing bridge. The project scope consisted of refacing existing abutments, wing walls and provide scour protection along the footings; repair existing concrete deck surface and overlay entire deck. *Project Owner: Oneida County Department of Public Works*

ONEIDA COUNTY SUPERSTRUCTURE REPLACEMENT OF BIN 3311280, DWYER ROAD OVER STONY CREEK CONSTRUCTION INSPECTION

Engineering Technician

Delta performed construction inspection on the existing bridge. The project scope consisted of removing the existing multi-girder superstructure and replace it with pre-stressed concrete slab units overlaid with an asphalt wearing surface. *Project Owner: Oneida County Department of Public Works*

NYSDOT MAYVILLE ADDITION

Engineering Technician

Delta designed a stand-alone, pre-engineered metal building for the NYSDOT Maintenance Headquarters. The structure will be approximately 12,000 sq. ft. and will be used primarily for vehicle storage. It will also include ancillary spaces for equipment storage, a stock room, toilet room facilities and a dedicated mechanical room. Delta will provide site/civil, architectural, structural, mechanical, electrical and plumbing services. *Project Owner: New York State Office of General Services*

MONTGOMERY COUNTY PUBLIC SAFETY GARAGE FACILITY

Engineering Technician

This project involved the design of a fire and safety equipment storage garage for the emergency services and sheriff's department in Montgomery County, NY. Delta provided a mechanical design of the heating and cooling systems, sprinkler systems, and the specialized plumbing systems for the garage area, as well as electrical work including power, data, interior lighting, fire alarm, cable TV, and site lighting. Delta also provided architectural design and plumbing design services. *Project Owner: Montgomery County, NY*

ADDITIONAL PROJECT EXPERIENCE

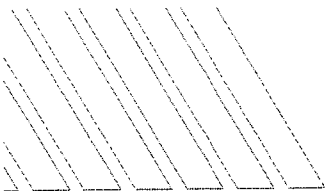
ONEIDA COUNTY CAMPUS ROAD CONSTRUCTION INSPECTION SERVICES

Project Owner: Oneida County Department of Public Works

OTSEGO COUNTY GARAGE DEMO PROJECT

Project Owner: Otsego County Highway Department



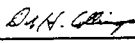


PROJECT EXPERIENCE

Delta has extensive experience providing services to the Oneida County Department of Public Works. The following matrix provides a representative sample of our project experience, illustrating our collective ability to seamlessly meet the needs of Oneida County for the entirety of this project. We encourage you to contact our listed contacts in reference to our capabilities and our ability to adhere to a project schedule.

PROJECT NAME	CLIENT	CONTACT INFORMATION	COMPLETED
Oneida County Replacement of BIN 3311150 Williams Street over Scononoda Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2019
Oneida County Superstructure Replacement of BIN 3311280 Dwyer Road over Stony Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2019
Oneida County Replacement of BIN 3310910 Old SR 12 (CR 82) over Cincinnati Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
Oneida County Superstructure Replacement of BIN 3311380 Lowell Road over Mud Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
Replacement of Hawkinsville Road Bridge (BIN 3310470) over Cummings Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
Replacement of C1-5A Donley Road over Branch Unadilla River	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
South Court Street over Clockville Creek Bridge Replacement	Madison County Highway Department	Joseph F. Wisinski Highway Superintendent 315-366-2221	2017
Oneida County Rehabilitation of Culvert 12+96 Randel Road (CR 48)	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2016
Replacement of Structure Redfield Road over Tributary of Mad River	Oneida County Department of Public Works	Mark E. Laramie, PE Commissioner as of (3/28/20) 315-793-6236	2015
Osborne Hill Road Steel Pipe Culvert Replacement & Streambank Stabilization	Town of Herkimer	David McManus Highway Superintendent 315-866-1803	2013
Main Street over the Chenango River Bridge Replacement	Chenango County Department of Public Works	Shawn G. Fry, PE Director of Public Works 607-337-1710	2012

VI. AFFIRMATIONS & FORMS – LIABILITY INSURANCE

Client#: 48884		DELTAENG				
ACORD™		CERTIFICATE OF LIABILITY INSURANCE				
			DATE (MM/DD/YYYY) 10/29/2019			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Nicole Larsen PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: Nicole.Larsen@greyling.com				
		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A : Sentinel Insurance Company	11000			
		INSURER B : Hartford Casualty Ins. Co.	29424			
		INSURER C : Hartford Insurance Group	A00048			
		INSURER D : CNA Insurance Companies	35289			
		INSURER E :				
		INSURER F :				
INSURED Delta Engineers, Architects & Land Surveyors, D.P.C. 860 Hooper Road Endwell, NY 13760						
COVERAGES		CERTIFICATE NUMBER: 19-20	REVISION NUMBER:			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20SBWKJ0894	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		20UEGZV3349	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		20XHGXU5623	11/01/2019	11/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	20WBGAT0960	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab & Pollution Liability		AEH276183123	11/01/2019	11/01/2020	Per Claim \$2,000,000 Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
"This ACORD 25 form shows the current levels of insurance maintained by Delta Engineers, Architects, & Land Surveyors, DPC. Upon selection and contract award, this certificate will be provided with the Oneida County Department of Public Works listed as an additional Named Insured".						
CERTIFICATE HOLDER				CANCELLATION		
DELTA 860 Hooper Road Endicott, NY 13760				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		
© 1988-2015 ACORD CORPORATION. All rights reserved.						

VI. AFFIRMATIONS & FORMS – NYS DISABILITY INSURANCE



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Delta Engineers, Architects, & Land Surveyors, DPC 860 Hooper Road Endwell NY 13760</p>	<p>1b. Business Telephone Number of Insured (607) 231-6657</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-1294009</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Oneida County Department of Public Works Division of Engineering 5999 Judd Road Oriskany, NY 13424</p>	<p>3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.)</p> <p>3b. Policy Number of Entity Listed in Box "1a" 823999</p> <p>3c. Policy effective period 01/01/2020 to 12/31/2020</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/23/2019 By Russell Cross
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 860-737-4535 Name and Title Russell Cross Client Advocate Support

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

VI. AFFIRMATIONS & FORMS – WORKMANS COMPENSATION

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Delta Engineers, Architects & Land Surveyors, D.P.C. 860 Hooper Road Endwell, NY 13760</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 607-231-6600</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161294009</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Oneida County Department of Public Works Division of Engineering 5999 Judd Road Oriskany, NY 13424</p>	<p>3a. Name of Insurance Carrier Hartford Fire Insurance Co.</p> <p>3b. Policy Number of entity listed in box "1a" 20WBGAT0960</p> <p>3c. Policy effective period 11/01/2019 to 11/01/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

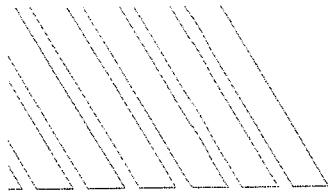
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Lorrie Osterhage
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Lorrie Osterhage* 10/29/2019
(Signature) (Date)

Title: Broker

Telephone Number of authorized representative or licensed agent of insurance carrier: 770-552-4225



VI. AFFIRMATIONS & FORMS – CERTIFICATIONS

3/6/2020

NYS Professions - Online Verifications



Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

License Information *

03/06/2020

Name : FALKENMEYER AARON PHILIP
Address : SHERRILL NY
Profession : PROFESSIONAL ENGINEERING
License No: 084362
Date of Licensure : 11/28/2006
Additional Qualification :
Status : REGISTERED
Registered through last day of : 08/21

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians(medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



VI. AFFIRMATIONS & FORMS – CERTIFICATIONS

3/6/2020

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License Information *

03/06/2020

Name : FALDZINSKI DANIEL LEE
Address : SHERRILL NY
Profession : PROFESSIONAL ENGINEERING
License No: 081299
Date of Licensure : 09/23/2003
Additional Qualification :
Status : REGISTERED
Registered through last day of : 04/21

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

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VI. AFFIRMATIONS & FORMS – CERTIFICATIONS

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License Information *

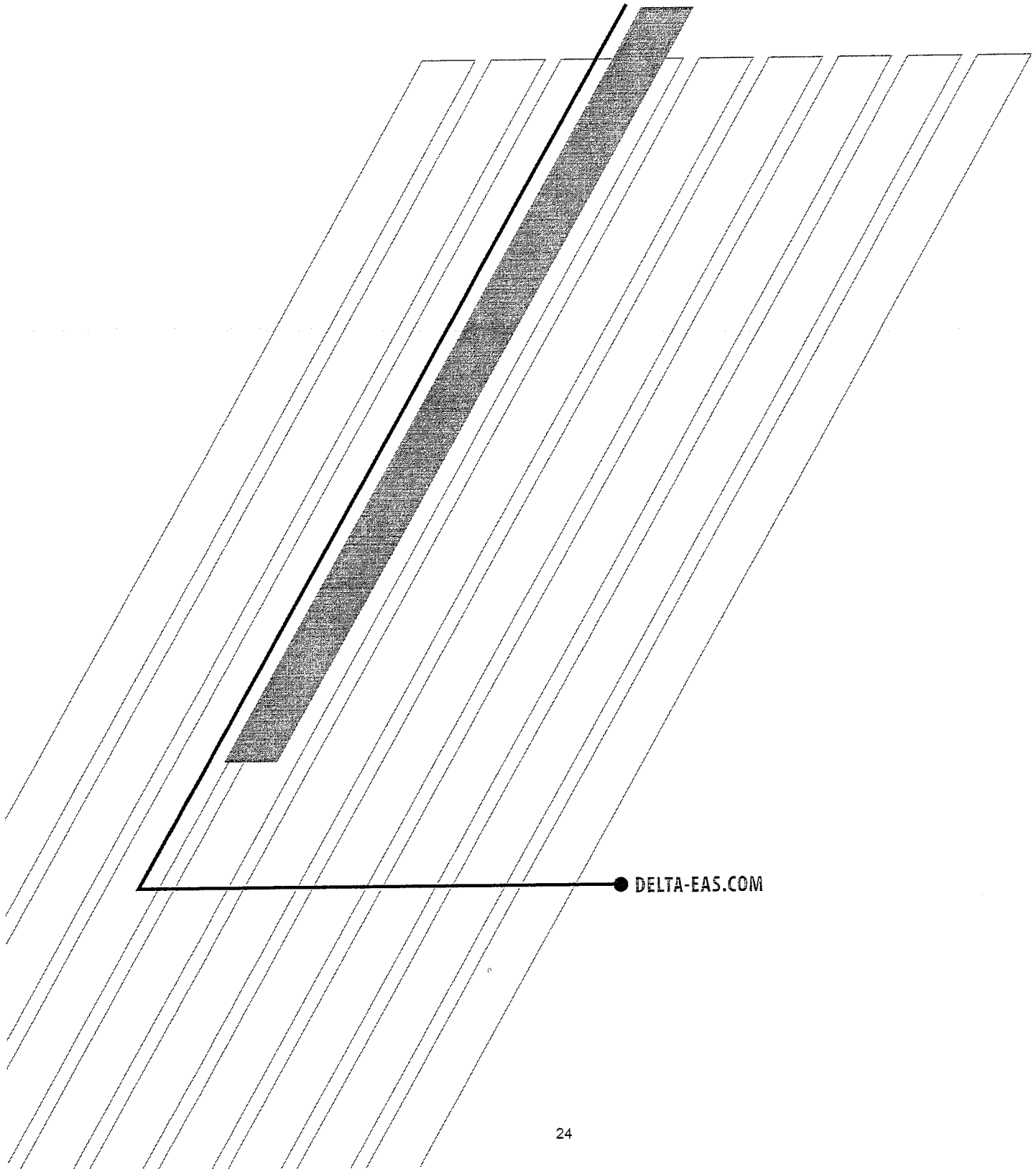
03/06/2020

Name : WILSON DENNIS ROBERT
Address : HARPURSVILLE NY
Profession : PROFESSIONAL ENGINEERING
License No: 060007
Date of Licensure : 03/04/1983
Additional Qualification :
Status : REGISTERED
Registered through last day of : 02/22

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline [physicians \(medicine\)](#), [physician assistants](#), or [specialist assistants](#). The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.





**Attachment C
Change Order Form**

Contract No. _____
Project No. _____
Change Order No. _____
Effective Date _____

CHANGE ORDER

This Change Order modifies the Engineering Services Agreement entered into the 1st day of April, 2020, between Oneida County ("COUNTY") and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC. ("CONSULTANT") as follows:

1. **Change in Services:**
2. **Change in time of Performance** (attach schedule if appropriate):
3. **Change in CONSULTANT's Compensation:**

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date

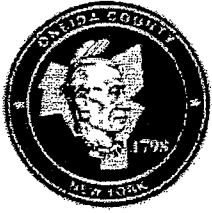
Approved

Linda Bylica Lark
Assistant County Attorney

Signature

Aaron P. Falkenmeyer, P. E.
Vernon Office Group Director

Date



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

April 9, 2020

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

FR 20-21-193

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Reconstruction of the Mill Street Bridge over Fish Creek in the Town of Camden was added to the State Transportation Improvement Plan. The project is currently eligible for \$747,000.00 in Federal aid and may qualify for additional aid thru the New York State Marcheselli program.

This bridge is owned and maintained by the Town of Camden. Oneida County agreed to serve as project sponsor and the Town of Camden agreed to fund 100% of all project expenses not reimbursed by Federal or State aid.

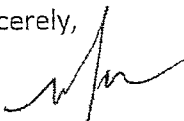
Oneida County contracted with Delta Engineers to prepare plans and specifications for this project. Development of plans and specifications is complete and construction phase services must be secured. Construction phase services include on-site project representation, construction inspection, and construction contract administration.

The Oneida County Department of Public Works negotiated Change Order No. 1 for the aforementioned services and on December 4, 2019 the Oneida County Board of Acquisition and Contract approved said Change Order for an additional compensation in an amount not to exceed \$143,615.00. Revised maximum amount payable would be \$286,781.00.

Please consider the enclosed Change Order No. 1 to the contract with Delta Engineers and if acceptable, forward to the Oneida County Board of Legislators for approval.

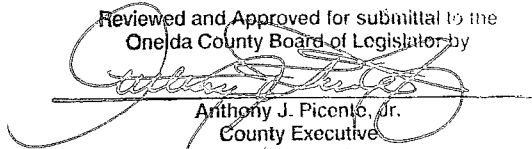
Thank you for your continued support.

Sincerely,


Mark E. Laramie, P.E.
Commissioner

Enclosures

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


Anthony J. Picente, Jr.
County Executive

Date 4-14-20

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Delta Engineers, Architects & Land Surveyors, P.C.
860 Hooper Road
Endwell, NY 13760

Title of Activity or Service: Professional Consulting Services for
Reconstruction of the Mill Street Bridge over
Fish Creek, Camden

Proposed Dates of Operation: Start on Execution - 09/30/2021

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This bridge is owned and maintained by the Town of Camden. Oneida County agreed to serve as project sponsor. Oneida County contracted with Delta Engineers to prepare plans and specifications for this project. This Change Order No. 1 adds construction phase services including on-site project representation, construction inspection, and construction contract administration and provides additional compensation in an amount not to exceed \$143,615.00. Revised maximum amount payable would be \$286,781.00.

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

3) Program Design and Staffing: N/A

4) Funding

Account #: H-569
Total Funding Requested: \$286,781.00
Oneida County Dept. Funding Recommendation: \$286,781.00

Proposed Funding Sources

Federal:	\$229,424.80
New York State:	\$0.00
Town of Camden:	\$57,365.20
Oneida County:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 67365
 Project No. 2754.40
 Change Order No. 1
 Effective Date December 4, 2019

CHANGE ORDER

This Change Order modifies the Engineering Services Agreement entered into the 17th day of September, 2018 between Oneida County ("COUNTY"), the Town of Camden ("TOWN") and Delta Engineers, Architects, & Land Surveyors, P.C. ("CONSULTANT") as follows:

1. **Change in Services:** Provide construction phase services identified in Attachment A and Attachment B, attached hereto.
2. **Change in time of Performance** (attach schedule if appropriate): No Change.
3. **Change in CONSULTANT's Compensation:** Additional compensation in an amount not to exceed \$143,625.00. Revised maximum amount payable shall be \$286,781.00.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

TOWN

Anthony J. Picente, Jr.
 Oneida County Executive

Richard Norton
 Town Supervisor

Date

Date

Approved

CONSULTANT

Linda Bylica Lark
 Assistant County Attorney

Joseph J. Mieczkowski
 Joseph J. Mieczkowski, P.E.
 Director of Transportation Services

Date

4-08-2020

ATTACHMENT A

Supplemental Scope of Services

Prepared for:

**Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424**

Describing Services for:

**Mill Street over Fish Creek Bridge Rehabilitation (BIN 2205630)
Construction Support and Inspection Services
PIN 2754.40**

Original 11/18/19



Table of Contents

	Base Task List	Pages
Section 1	General	3
Section 2	Data Collection & Analysis (Incl. in base agreement)	6
Section 3	Preliminary Design (incl. in base agreement)	6
Section 4	Environmental (Incl. in base agreement)	6
Section 5	Right-of-Way (Included in base agreement)	6
Section 6	Detailed Design (Incl. in base agreement)	6
Section 7	Advertisement, Bid Opening and Award (Incl. in base agreement)	6
Section 8	Construction Support	7
Section 9	Construction Inspection	8
Section 10	Estimating & Technical Assumptions	11

Section 1 - General

1.01 Project Description and Location

This project is known as:

Project Name: Mill Street over Fish Creek Bridge Rehabilitation (BIN 2205630)

PIN: 2754.40

Project Description: Project includes rehabilitation of the Mill Street Bridge over Fish Creek. The project includes superstructure replacement with minor approach work.

Project Limits: The limits of the approach roadway work associated with the bridge rehabilitation are approximately 85 feet from each end of the existing bridge.

Sponsor: Oneida County

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Sponsor's** Contract Administrator for this project is:

Name: Mark E. Laramie, PE
Phone #: 315-793-6236
Email: mlaramie@ocgov.net

All correspondence to the **Sponsor** should be addressed to:

Mark E. Laramie, PE
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

with a copy to:

Tim Decker
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424
Email: tdecker@ocgov.net

The **Sponsor's** Contract Administrator should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is a Class (II) action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 8-10.

1.05 Project Familiarization

The **Consultant** will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

Job meetings are addressed under Section 9.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period).

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the "NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual", including the latest updates.

If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

None anticipated.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

The following tasks were performed under preliminary and final design services and are not used:

Section 2 - Data Collection & Analysis

Section 3 - Preliminary Design

Section 4 – Environmental

Section 5 - Right-of-Way

Section 6 - Detailed Design

Section 7 – Advertisement, Bid Opening and Award

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve contractor submittals, but only for conformance and compatibility with the information given in the contract documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** shall provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** shall assume responsibility, as appropriate, for the administration of the contract including maintaining project records, processing payments, and performing detailed inspection work and on-site field tests of materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Sponsor Project Manager

This Project Manager will be the **Sponsor's** official representative on the contract and the Consultant must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficiently trained personnel to adequately and competently perform the requirements of this agreement. **The Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **Sponsor** may want to interview before approval, and reserves the right disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the **Sponsor**.

The designated Resident Engineer (or substitute) must be NICET Level III (or equivalent), Level IV (or equivalent) and/or a Professional Engineer licensed in the State of New York, with a minimum of five years of experience in construction inspection of bridges.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

The **Consultant** shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or supplier, or any of the Contractor's work, nor shall the **Consultant** have the responsibility to supervise, direct, or control Contractor's work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the Contractor(s).

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor** and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK). The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) The **Consultant** will complete record plans and transmit to the **Sponsor** all project information, including electronic files. The electronic information and record plans will be in PDF format. Record Plans will be provided on 11" x 17" paper format.
- 4) For bridge projects: the **Consultant** will submit the Level 1 Load Rating information to the **Sponsor** for their records.
- 5) The **Consultant** shall submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within six (6) weeks after the date of the acceptance of the contract.

C. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1) On-site job meetings job meetings will be held bi-monthly under Section 9.
Estimate 8 cost and progress-reporting periods will occur during the life of this agreement.
- Section 8) Estimate 4 requests that require effort will be made during the construction phase of the project.
- Section 9) Estimate construction time frame will be 5 months. No more than 800 hours will be required by a Level IV inspector over this time period.

Assumes 2 hours a week overtime will be required throughout the life of the project.

Estimate a budget of \$4,000 for the independent laboratory testing to provide the following:

- Field testing of concrete for slump, air and casting concrete compression test cylinders
- Concrete compressive strength tests from field cast cylinders
- Field determination of soil density using nuclear gage (no laboratory testing required)
- Grain size analysis laboratory tests of granular soils
- Proctor tests for soil compaction

Estimate a budget of \$11,000 for independent plant inspection and QA of steel beam fabrication.

This estimated budget cost for testing and plant inspection is based upon past experience with similar projects, however the actual cost for NYSDOT and FHWA-required materials testing and plant inspection may be exceeded for reasons beyond the control of Delta Engineers, with reasons including but not limited to the Contractor's sequence of operations or plant fabrication schedule.

10.02 Technical Assumptions

Construction

1. It is assumed that one (1) full time Level IV Construction Inspector will be assigned to this project by the **Consultant**.
2. The primary member fabrication plant will be within two (2) hours driving distance of the

independent testing company.

3. Testing services will be provided by independent testing companies hired by the **Consultant** as part of the construction inspection contract. The **Consultant** will coordinate the testing and receive test reports from them for evaluation. Testing to be performed by the **Consultant** hired testing companies includes earth compaction tests, asphalt pavement density tests, concrete slump and concrete compressive strength tests. The cost of testing services is included in the **Consultant's** services to be provided.
4. Fabrication plant inspection services for QA inspection of the steel beams during fabrication will be provided by an independent inspection company hired by the **Consultant** as part of the construction inspection contract. The **Consultant** will coordinate the inspection and receive daily inspection reports from them for review. The cost for plant inspection fabrication services is included in the **Consultant's** services to be provided.
5. Plant inspection and sample testing of bridge bearings will be performed by NYSDOT. The **Consultant** will coordinate scheduling with NYSDOT Materials.
6. Compliance Air Monitoring for asbestos abatement activities will not be required.

ATTACHMENT B

Fee Summary

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
Mill St over Fish Creek - CS & CI

CONSTRUCTION SUPPORT AND INSPECTION

	CONSTRUCTION SERVICES
Technical Labor Cost	126,028
Technical Labor Premium Portion of overtime	
Direct Non-Salary Cost (estimated)	2,587
Sub-Consultant Cost	
Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated)	
Materials Testing	4,000
Plant Fabrication QA	11,000
Overhead Currently Estimated at:	
Office	
Field	
Fixed Fee / Profit	
Total Estimated Cost	\$143,615

Salary Schedule

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
Mill St over Fish Creek - CS & CI

CONSTRUCTION SUPPORT AND INSPECTION

JOB TITLE	2020 SPECIFIC HOURLY RATE	OVERTIME CATEGORY
Principal	190.00	A
Sr. Project Manager	168.00	A
Project Manager	135.00	A
Sr. Project Engineer	125.00	A/B
Project Engineer	115.00	B
Senior Engineer	100.00	B
Engineer	90.00	B
Assistant Engineer	85.00	B
Sr. Technician	70.00	C
Technician	60.00	C
Technical Typist	60.00	C
Construction Supervisor	125.00	C
Level 4 Inspector	109.00	C
Level 3 Inspector	95.00	C
Level 2 Inspector	73.50	C
Level 4 Inspector (overtime)	132.00	C
Level 3 Inspector (overtime)	114.00	C
Level 2 Inspector (overtime)	84.00	C

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

Estimate of Direct Non-Salary Cost - CONSTRUCTION

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Mill St over Fish Creek - CS & CI

Fee Proposal

1. Travel, Lodging and Subsistence

Travel	Rental Car, Mileage, Fuel				\$1,287.00
	Lodging	overnights	@	Cost/ea. \$85	=
	Meals	meals	@	Cost/ea. \$8	=
TOTAL TRAVEL, LODGING & SUSTENANCE					\$1,287.00

2. Reproduction

				Cost/ea.	
a. Paper Plots	plots @			\$1.00	=
b. Mylar Plots	plots @			\$10.00	=
c. Prints	prints @			\$1.00	=
d. Reports & Miscellaneous Copies (B&W)	B&W @			\$0.10	=
e. Reports & Miscellaneous Copies (Color)	Color @			\$0.90	=
TOTAL REPRODUCTION					

3. Owner's Protective Insurance (Estimated)

4. Mailings

				Cost/ea.	
Overnight	packages@	\$		20.00	=
TOTAL MAILINGS					

5. Miscellaneous

				Cost/ea.	
Film	rolls @	\$		10.00	=
Other Miscellaneous:	APPIA WEB-BASED CI SOFTWARE (4 months)			\$800.00	
	Miscellaneous			\$500.00	
TOTAL MISCELLANEOUS					\$1,300.00

TOTAL DIRECT NON - SALARY COST \$2,587.00

Estimated Labor Hours - Total
 Doha Engineers, Architects, & Land Surveyors, DPC

Mill St over Fish Creek - CS & CI
 Proposal Name
 2018.02B.001
 Proposal Number

Bridge	X
Roadway	X
Environmental	
Civil	
Lighting	
Landscape	
Utility	

Phase	
Study	
Design	
ROW	
Construction	X

Prepared by: JJM
 Date: 11/19/19
 Checked by: TO
 Date: 11/18/19

Task No.	Task Description	Sr. Project Manager	Project Manager	Construction Supervisor	Project Engineer	Senior Engineer	Engineer	Assistant Engineer	Sr. Technician	Technician	Technical Typist	Level 4 Inspector	Level 3 Inspector	Level 2 Inspector	Level 4 Inspector (overtime)	Level 3 Inspector (overtime)	Subtotal
Section 1																	
		14															14
1.05	Project Familiarization																
1.06	Meetings and Minutes																
1.07	Progress Reports	8															
1.11	Subcontractors	0															
Section 8																	
		16			32				16								64
8.01	Design Support Services During Construction	4			16												
8.01	Shop Drawing Review	6			18												
8.01	Record Plans / Electronic Info Transmittal	6							16								
TOTAL HOURS - CONST. SUPPORT (OFFICE)		32			32				16								80
HOURLY RATE - CONST. SUPPORT (OFFICE)		\$168.00	\$155.00	\$125.00	\$115.00	\$100.00	\$80.00	\$65.00	\$70.00	\$40.00	\$65.00	\$109.00	\$95.00	\$73.00	\$129.00	\$122.00	
TOTAL LABOR FEE - CONST. SUPPORT (OFFICE)		\$5,376.00			\$3,680.00				\$1,120.00								\$10,176.00
Section 9																	
		38		108								832			40		1018
9.02	Set-up Bookkeeping/Preconstruction Tasks	4		14								12					
9.02	Meetings	12										4					
9.02	Construction Inspection	12		64								600			40		
9.02	Final Inspection	2		6								16					
9.02	Close-out Tasks	8		24													
TOTAL HOURS - CONST. INSPECTION (FIELD)		38		108								832			40		1018
HOURLY RATE - CONST. INSPECTION (FIELD)		\$168.00	\$155.00	\$125.00	\$115.00	\$100.00	\$80.00	\$65.00	\$70.00	\$40.00	\$65.00	\$109.00	\$95.00	\$73.00	\$129.00	\$122.00	
TOTAL LABOR FEE - CONST. INSPECTION (FIELD)		\$6,384.00		\$13,500.00								\$90,880.00			\$5,200.00		\$105,824.00



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

April 6, 2020

FW 20 20 - 1914

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

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved Cities, Towns, and Villages for pavement marking for the 2020 season.

Attached is the template agreement between Oneida County and the various municipalities. The terms found in this document will become the template for all other pavement marking agreements for the 2020 season. The County purchases the materials and is reimbursed by the various municipalities.

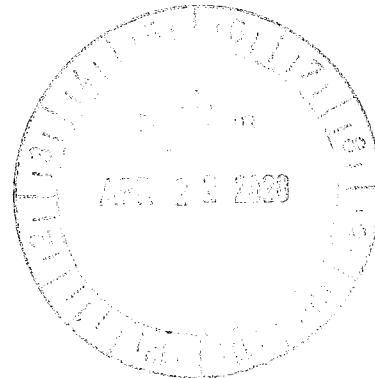
I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Mark E. Laramie
Commissioner
Department of Public Works

MEL/cg

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 4-21-20

Oneida Co. Department: Public Works – Highways & Bridges

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor

Various Municipalities

Title of Activity or Service:

Striping of various roads for Cities, Towns, and Villages within Oneida County

This contract to be used as the master template for all pavement marking contracts for 2020

Proposed Dates of Operation:

May 1, 2020 – November 1, 2020

Client Population/Number to be Served:

All those who travel on Oneida County Roads

Summary Statements

1) Narrative Description of Proposed Services: Painting center lines and edge lines per Exhibit A, provided from respective municipality

2) Program/Service Objectives and Outcomes: Revenue for the County, and clearly marked roads for the travelling public

3) Program Design and Staffing: N/A

Total Funding Requested: \$TBD

Account #: D1710

Oneida County Dept. Funding Recommendation: \$TBD

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: None

PAVEMENT MARKING AGREEMENT 2020

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and the Town of _____ (hereinafter referred to as "Town") a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County proposes to perform pavement marking on the improved Town road system located within its geographical boundaries; and

WHEREAS, the governing body of Town has adopted a resolution accepting the proposal of County and authorizing Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

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 OF AGREEMENT

- 1.1. The term of this Agreement shall begin May 1, 2020 and continue until November 1, 2020.
- 1.2. The Parties agree that this Agreement shall not be renewable.

2. SCOPE OF WORK

2.1. The "Work" consists of using reflectorized paint to apply center and edge lines to the pavement surface of the improved Town roads (hereinafter the "Roads") described in the attached **EXHIBIT A**.

2.2. Town shall be responsible for identifying the Roads to be marked with center and/or edge lines, and for determining the length of said lines, measured in miles.

2.3. NUMBER (#) miles of center lines and NUMBER (X) miles of edge lines shall be marked pursuant to this Agreement, described with specificity in **EXHIBIT A**.

2.4. Town shall be responsible for identifying passing zones and no passing zones, and shall pre-mark the roads as such. County shall apply center lines as indicated by Town.

2.5. Town shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles and other foreign matter immediately before applying pavement markings.

2.6. County shall furnish all equipment, machinery, materials, tools, supervision and labor necessary to perform the Work.

2.7. County shall schedule the Work when the pavement surface is expected to be dry. Marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather. Pavement surface temperature shall not be less than fifty (50) degrees Fahrenheit at the time of application.

2.8. County shall select road striping paint and/or glass beads from the New York State Department of Transportation pre-approved list.

2.9. Pavement markings shall present a uniform appearance and exhibit good workmanship. Paint shall be fifteen (15) mils thick with a tolerance of plus or minus five (+/-5) mils. Beads shall be applied to the surface of the paint by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously.

2.10. County shall cleanup and dispose of solvents and residue left behind from the Work, in accordance with all applicable federal, state and local requirements.

3. PERFORMANCE OF WORK

3.1. The Parties shall comply with all applicable governmental laws, ordinances, regulations, and rules.

3.2. County shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable Federal and State safety standards.

3.3. County shall take all necessary precautions for the safety of its employees and the public on and around the Roads as the Work is performed. County shall erect safeguards and traffic signs as required by law or regulation.

3.4. County may, at its own expense, employ or engage the services of subcontractors as County deems necessary to perform the Work.

4. PAYMENT

4.1. Town agrees to reimburse County for all labor, materials, machinery, and equipment used by County to perform the Work.

4.2. The estimated cost per mile for the center line, consisting of two four inch lines shall be Seven Hundred Seventy-Eight Dollars and Sixty-Five Cents (\$778.65).

4.3. The estimated cost per mile for the edge line (for both sides of the road, consisting of two six inch lines) shall be Seven Hundred Sixty-Nine Dollars and Thirty-Five Cents (\$769.35).

4.4. The Parties agree that the base amount under this Agreement shall be DOLLARS (\$\$\$\$\$\$).

5. ADDITIONAL WORK

5.1. Any additional pavement marking requested by Town shall be at the same rates. Town shall submit in writing its request for additional pavement marking.

6. INDEMNIFICATION

6.1. County agrees that it shall defend, indemnify and hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of negligent performance of the Work by County.

6.2. County shall NOT be required to defend, indemnify and/or hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from or alleging negligent acts by Town, including claims for negligent identification of the Roads by Town, negligent design, and negligent signing of the Roads.

7. INSURANCE REQUIREMENTS

7.1. County agrees that it shall maintain a policy of insurance which will insure against all claims under the New York State Workers' Compensation Law, at statutory limits. Said

policy shall be maintained at County's expense, and remain in force at all times during the term of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

8.1. It is expressly agreed that the relationship of County, its subcontractors, and all of their collective employees, to Town shall be that of independent contractors. In accordance with their status, County, its subcontractors, and all of their collective employees covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of Town and that they will not make any claim, demand or application for any right or privilege applicable to officers or employees of Town.

9. TERMINATION

9.1. Both Parties shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other.

9.2. Town shall have the right to terminate this Agreement, for cause, immediately.

10. SEVERABILITY

10.1. If any provision of this Agreement 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 with one that comes as close as possible to expressing the original intention of the Parties. Further, the Parties agree that all other provisions shall remain valid and enforceable.

11. ENTIRE AGREEMENT

11.1. This Agreement contains the binding agreement of the Parties and supersedes all other discussions and representations, written or oral, on the subject matter.

12. INCORPORATION BY REFERENCE

12.1. Exhibit A is deemed incorporated by reference into this Agreement, whether or not actually attached.

13. NON WAIVER

13.1. 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 either of the Parties to any provision of this Agreement shall not imply preceding or subsequent waiver of any other provision.

14. INTERPRETATION

14.1. A provision of this Agreement which requires a Party to perform an act shall be construed to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall be construed to prohibit the Party from permitting others within its control to perform the act.

14.2. Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent that this Agreement specifies otherwise.

14.3. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

14.4. The terms "hereby," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

15. SECTIONAL HEADINGS

15.1. The sectional headings are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

16. AUTHORITY TO ACT/SIGN

16.1. The Town's signatory hereby represents, warrants, personally guarantees and certifies that he 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 governing body of the Town. No other action on the part of the Town or any other person or

entity, are necessary to authorize the Town's signatory 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.

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

COUNTY OF ONEIDA

TOWN OF NAME

By:

By:

Anthony J. Picente, Jr.
Oneida County Executive

NAME
Town Supervisor

Date: _____

Date: _____

By:

By:

Mark E. Laramie, Commissioner
Oneida County DPW

NAME
Highway Superintendent

Date: _____

Date: _____

APPROVED

By:

Linda Bylica Lark

EXHIBIT B
2020 PAVEMENT MARKING AGREEMENT COSTS

COST PER MILE FOR CENTER LINE PAINTING FOR TWO (2) FOUR-INCH (4") LINES:

26 GALLONS YELLOW PAINT PER MILE	@ \$ 11.03 Per Gallon:	\$ 286.78
7 LBS. BEADS PER GALLON OF PAINT = 182 LBS. BEADS/MILE	@ \$ 0.26 Per Pound:	\$ 47.32
EQUIPMENT COST:		\$ 158.81
LABOR COST:		\$ 285.74
<u>TOTAL COST PER MILE FOR YELLOW CENTER LINE PAINTING:</u>		<u>\$ 778.65</u>

COST PER MILE FOR EDGE LINE PAINTING FOR TWO (2) SIX-INCH (6") LINES:

32 GALLONS WHITE PAINT PER MILE	@ \$ 8.33 Per Gallon:	\$ 266.56
7 LBS. BEADS PER GALLON OF PAINT = 224 LBS. BEADS/MILE	@ \$ 0.26 Per Pound:	\$ 58.24
EQUIPMENT COST:		\$ 158.81
LABOR COST:		\$ 285.74
<u>TOTAL COST PER MILE FOR WHITE EDGE LINE PAINTING:</u>		<u>\$ 769.35</u>



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

April 27, 2020

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

FN 20 2 -195

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached is the Master Template for the 2020 Mowing Agreements that Oneida County intends to establish with various towns and the City of Rome to mow County roads within their municipality. Also included is a chart outlining the breakdown of mileages and payments for any of the municipalities that may indicate that they are interested in entering into the agreements.

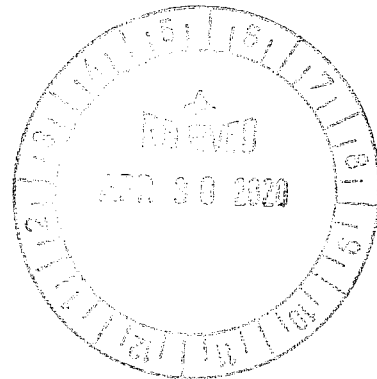
Under the proposed Mowing Agreement, the municipalities will receive \$400 per mile in 2020. The term begins May 1, 2020 and ends November 1, 2020.

If you concur with this request, please forward to the Public Works and Ways & Means Committees for approval, to be followed by presentation to the full Board of Legislators at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



Enclosures

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

 Anthony J. Picente, Jr.
 County Executive
 Date 4/28/20

2020 Roadside Mowing Costs

Town	County Centerline Miles	Rate Per Mile	Cost
ANNSVILLE	16.92	\$ 400.00	\$ 6,768.00
AUGUSTA	18.42	\$ 400.00	\$ 7,368.00
AVA	15.82	\$ 400.00	\$ 6,328.00
BOONVILLE	17.87	\$ 400.00	\$ 7,148.00
BRIDGEWATER	13.34	\$ 400.00	\$ 5,336.00
CAMDEN	24.24	\$ 400.00	\$ 9,696.00
DEERFIELD	17.82	\$ 400.00	\$ 7,128.00
FLORENCE	26.17	\$ 400.00	\$ 10,468.00
FLOYD	27.00	\$ 400.00	\$ 10,800.00
FORESTPORT	15.30	\$ 400.00	\$ 6,120.00
KIRKLAND	24.36	\$ 400.00	\$ 9,744.00
LEE	23.01	\$ 400.00	\$ 9,204.00
MARCY	27.82	\$ 400.00	\$ 11,128.00
MARSHALL	17.11	\$ 400.00	\$ 6,844.00
NEW HARTFORD	20.37	\$ 400.00	\$ 8,148.00
PARIS	27.42	\$ 400.00	\$ 10,968.00
REMSEN	21.02	\$ 400.00	\$ 8,408.00
ROME	17.42	\$ 400.00	\$ 6,968.00
SANGERFIELD	14.80	\$ 400.00	\$ 5,920.00
STEBEN	22.65	\$ 400.00	\$ 9,060.00
TRENTON	28.05	\$ 400.00	\$ 11,220.00
VERNON	21.92	\$ 400.00	\$ 8,768.00
VERONA	34.38	\$ 400.00	\$ 13,752.00
VIENNA	18.93	\$ 400.00	\$ 7,572.00
WESTERN	17.32	\$ 400.00	\$ 6,928.00
WESTMORELAND	36.29	\$ 400.00	\$ 14,516.00
WHITESTOWN	27.66	\$ 400.00	\$ 11,064.00
TOTAL:			\$ 237,372.00

Oneida Co. Department: Public Works – Highways & Bridges

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor Various Municipalities in Oneida County

Title of Activity or Service: Mowing along County Roads

Proposed Dates of Operation: May 1, 2020 – November 1, 2020

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads

Summary Statements

- 1) **Narrative Description of Proposed Services:** Participating Municipality to mow along Oneida County Roads in right-of-ways and around intersections at the rate of \$400 per mile.
- 2) **Program/Service Objectives and Outcomes:** To maintain County roads in a cost effective manner through intermunicipal cooperation.
- 3) **Program Design and Staffing:** Participating Municipality Employees

Total Funding Requested: Up to \$14,516 per participating municipality. (See 2020 Roadside Mowing Costs spreadsheet for maximum per municipality.) Estimated total is \$237,372.00. **Account #:** D5110.495

Oneida County Dept. Funding Recommendation: ~\$237,372.00.

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT FOR MOWING 2020

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as the "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and _____ (hereinafter referred to as the "Town"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a Party and collectively the "Parties").

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

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

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

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

1. TERM

- 1.1 The term of this Agreement shall be from May 1, 2020, to November 1, 2020.
- 1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

- 2.1 The Town shall mow, cut down, or otherwise remove grass, weeds, and shrubs from the right-of-way of certain roads (hereinafter referred to as the "Work").
- 2.2 The Parties hereby agree that said roads consist of _____ miles of improved County roads located within the geographical boundaries of Town, further described in the 2019 New York State Department of Transportation Local Roads Listing, attached hereto and made a part hereof as **EXHIBIT A**.
- 2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.
- 2.4 The Town shall mow the right-of-way portions of the Roads in the following order:
 - 2.4.1 The first pass shall include ditches and around all intersections and driveways;

- 2.4.2 The second pass shall include all of the County's right-of-way, as practical; and
- 2.4.3 A third pass shall be at the option of the County's Deputy Commissioner of Highways and Bridges, or his designee, and shall include ditches and around all intersections and driveways.

3. PERFORMANCE OF WORK

- 3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable State and Federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.
- 3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes.
- 3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

- 4.1 The County shall pay the Town the sum of Four Hundred Dollars (~~\$400.00~~) per mile, for a total cost not to exceed Number Dollars (\$#.00).
- 4.2 The County shall provide payment to the Town on a Work completed basis. In order to receive payment, the Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work.
- 4.3 The County shall have no liabilities to the Town other than the amount specified above.
- 4.4 The County shall not be liable for late fees or interest on late payments.
- 4.5 The County reserves the right to offset payment under this Agreement due to Town's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.6 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

5. NON-ASSIGNMENT

- 5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1 The Town may, at Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.
- 6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. 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 Work within ten (10) days of their final execution.
- 6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits.

7. INDEMNIFICATION

- 7.1 The obligations of the Town 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 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town 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 Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1 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 the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.
- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. 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.
- 8.6 Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance

policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.
- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. 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.

10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the Town. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town 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. CHOICE OF LAW AND FORUM

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

11.2 Any litigation relating to or arising out of this Agreement shall be heard 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.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

13.1 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.

14. ENTIRE AGREEMENT

14.1 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.

15. INCORPORATION BY REFERENCE

15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT B**.

15.2 All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

16.1 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. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

- 17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.
- 17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.
- 17.3 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

- 18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

- 19.1 The Town’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, 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.

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

COUNTY OF ONEIDA

TOWN OF _____

By:

Anthony J. Picente, Jr.
County Executive

By:

Name
Town Supervisor

Date: _____

Date: _____

By:

Mark E. Laramie, P.E., Commissioner
Oneida County DPW

By:

Name
Highway Superintendent

Date: _____

Date: _____

APPROVED

By:

Linda Bylica Lark, Esq.
Assistant County Attorney

Date: _____

EXHIBIT A

2019 NEW YORK STATE D.O.T. LOCAL ROADS LISTING TOWN OF ANNSVILLE

Updated 5/20/2019

Route #	Name	Segment Mileage
53	Lee Center - Taberg Rd - CR53	1.79
66	Blossvale Rd - CR66	2.22
66	Herder Rd - CR66	0.80
67A	Sheehan Rd - CR67A	6.94
69	McConnellsville Rd - CR69	0.81
70A	Taberg Rd - CR70A	4.36
TOTAL:		16.92

EXHIBIT B

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. 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 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set

forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from

another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT.

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

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

May 11, 2020

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 20-196

WAYS & MEANS

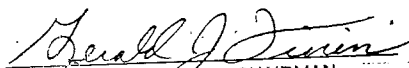
Honorable Members:

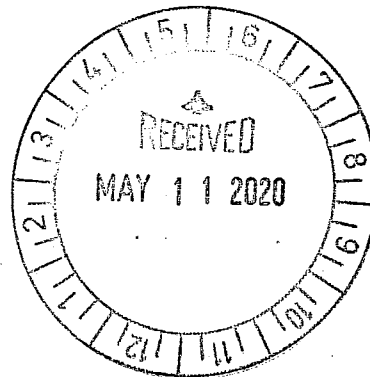
Pursuant to the recommendation of the Oneida County Agricultural & Farmland Protection Board and to Article 25AA, Section 302 of the Agriculture & Markets Law, I hereby reappoint **Mr. Michael Cosgrove**, 3423 Fountain Street, Clinton, NY 13323 to serve on that Board.

The appointment is effective immediately for a term of four (4) years and will expire on December 31, 2023.

This appointment does not require Board approval.

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS



GJF:jas

cc: Farmland Protection Board members
County Clerk

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Grant J. Garramone
Executive Administrative Assistant

Michael A. Coluzza
Chief Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow

May 5, 2020

FN 20 20-197

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

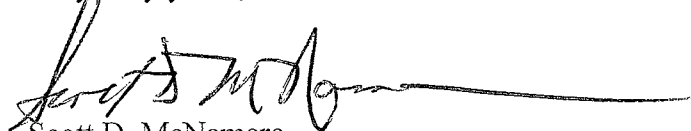
Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

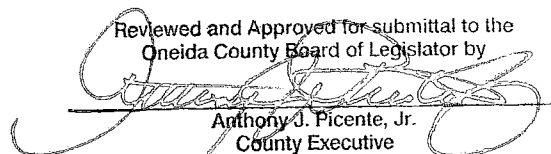
Very truly yours,


Scott D. McNamara
Oneida County District Attorney

kn

Encs. State Billing 2020 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

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


Anthony J. Picente, Jr.
County Executive

Date 5-13-20

PROPOSED RESOLUTION

WHEREAS, certain inmates incarcerated in the Marcy Correctional Facility, Mohawk Correctional Facility, and the Midstate Correctional Facility said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

WHEREAS, the Oneida County District Attorney has conducted investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

WHEREAS, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

WHEREAS, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by Dakota Williams, Carlos Vivenes, Elijah Tripp, Tajon Terry, Dylan Stewart, Joseph Solivan, Jayshawn Saez, Dennis Rowell, Edgar Resendiz, Elvis Perez, Sharif Parker, Rafael Negronvargas, Carlos Morales, Ediberto Mulero, Dominique McDaniel, Anthony Martinez, Isaac Lynch, Erick Lewis, Daniel Lester, Antoine Johnson, Gerard Jackson, Herbert Gonzalez, Gilbert Carrion, Matthieu Burks, Richard Brink, Latiek Briggs, Justan Bilous, Keith Bacote, Carlos Abreu, Shatik Witherspoon, Kaylin Williams, Laterence Wilson, Angelo Williams, Joseph Walker Jr., Jason Voorhees, Wilfredo Vasquez, Christian Torricella, Dillin Tolentino, Quentell Suttles, William Stevens, Emerson Stedford, Cimmeron Stamp, Stevon Spencer, Louis Smith, Michael Schrom, Robert Sanders, Dangelo Rook, Joel Rojas, Beau Raymonda, Carl Palenik, Dominick Nelson, Chad Michalak, Chadd Lyons, Terry King, Curtis Kimbrough, Ulysses Jordan, Chris Janothan, James Hurley, Jakim Grimes, Thomas Franqueira, Deytrell Foster, Vincent Forte, Christian Dowd, Daikwan Carter, Jermoll Daniels, David Bressard, Clifton Bibbins, and Kip Banks Jr. amount to \$19,092.61, now, therefore,

BE IT RESOLVED, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
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Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow

April 27, 2020

FN 20 20-196

The Honorable Joseph J. Timpano
Oneida County Comptroller
800 Park Avenue
Utica NY 13501

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Timpano:

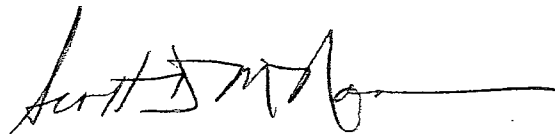
Enclosed please find a state aid voucher in the amount of \$19,092.61 for expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please return the executed original voucher to my office at your earliest convenience.

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

SDM/kmn
Enc: Voucher and Inmate Summary

STATE BILLING 2019
SUMMARY OF CASES

INMATE	TOTAL
Banks, Kip Jr.	184.00
Bibbins, Clifton	161.30
Bressard, David	206.44
Carter, Daikwan	196.81
Daniels, Jermoll	234.87
Dowd, Christian	165.73
Forte, Vincent	159.11
Foster, Deytrell	158.02
Franqueira, Thomas	158.02
Grimes, Jakim	141.46
Hurley, James	150.40
Janothan, Chris	183.89
Jordan, Ulysses	160.70
Kimbrough, Curtis	163.35
King, Terry	173.56
Lyons, Chadd	250.48
Michalak, Chad	158.02
Nelson, Dominick	153.64
Palenik, Carl	156.29
Raymonda, Beau	158.02
Rojas, Joel	208.11
Rook, Dangelo	199.55
Sanders, Robert	199.11
Schrom, Michael	151.14
Smith, Louis	216.24
Spencer, Stevon	120.00
Stamp, Cimmeron	189.94
Stedford, Emerson	151.14
Stevens, William	157.02
Suttles, Quentell	152.34
Tolentino, Dillin	195.47
Torricella, Christian	157.02
Vasquez, Wilfredo	213.55
Voorhees, Jason	166.91
Walker, Joseph Jr.	190.30
Williams, Angelo	180.54
Wilson, Laterence	157.02
Williams, Kaylin	184.11
Witherspoon, Shatik	183.90

Abreu, Carlos	696.59
Bacote, Keith	469.57
Bilous, Justan	204.85
Briggs, Latiek	146.54
Brink, Richard	643.21
Burks, Matthieu	957.67
Carrion, Gilbert	480.62
Gonzalez, Herbert	472.67
Jackson, Gerard	155.32
Johnson, Antoine	515.93
Lester, Daniel	496.47
Lewis, Erick	650.21
Lynch, Isaac	584.96
Martinez, Anthony	161.24
McDaniel, Dominique	163.34
Mulero, Ediberto	161.30
Morales, Carlos	532.91
Negronvargas, Rafael	161.30
Parker, Sharif	158.07
Perez, Elvis	557.95
Resendiz, Edgar	184.02
Rowell, Dennis	533.21
Saez, Jayshawn	184.64
Solivan, Joseph	533.23
Stewart, Dylan	161.30
Terry, Tajon	166.08
Tripp, Elijah	640.18
Vivenes, Carlos	715.65
Williams, Dakota	163.34

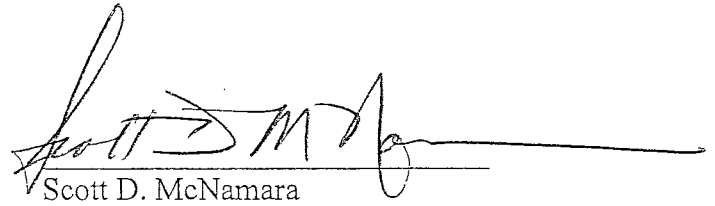
Total \$19,059.72

Time expended on 4/27/2020 by Kevin Nugent preparing state billing for reimbursement:
one hour at \$21.59 per hour = \$21.59 plus 52.33% in fringe benefits = \$11.30

Total \$32.89

Grand Total \$19,092.61

I hereby certify that the above expenses were incurred with regard to the investigation and/or prosecution of the above-entitled matters.

A handwritten signature in black ink, appearing to read "Scott D. McNamara", written over a horizontal line. The signature is stylized and cursive.

Scott D. McNamara
Oneida County District Attorney

STATE OF NEW YORK

STATE AID VOUCHER

Voucher No.

1 Originating Agency NYS Department of Corrections		Orig. Agency Code		Interest Eligible (Y/N) N	
Payment Date (MM) (DD) (YY) / /		OSC Use Only		Liability Date (MM) (DD) (YY) / /	
2 Payee ID 156-00-0460		Additional	3 Zip Code 13501		Route
				Payee Amount \$19,092.61	
				MIR Date (MM) (DD) (YY) / /	
4 Payee Name (Limit to 30 spaces) Oneida County			IRS Code		IRS Amount
Payee Name (Limit to 30 spaces) District Attorney			Stat. Type	Statistic	Indicator-Dept.
Address (Limit to 30 spaces) 235 Elizabeth Street			5 Ref/Inv. No. (Limit to 20 spaces) A2206 State Inmates		
Address (Limit to 30 spaces)			Ref/Inv. Date (MM) (DD) (YY) 04 / 27 / 2020		
City (Limit to 20 spaces) Utica		(Limit to 2 spaces) → State NY	Zip Code 13501		

6 Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
			Dollars	Cents
		2019 Expenses associated with the investigation and/or prosecution of alleged crimes committed by inmates of the NYS correctional facilities as per attached list	19,092	61

7 State Aid Program or Applicable Statute: A2206 State Inmates		TOTAL	19,092	61
8 Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.		Less Receipts		
→ <u>Joseph A. Kuylenstierna</u> Signature in Ink Title Comptroller Date 4/30/2020		NET		
Name of Municipality Oneida County		100% State Aid Claimed	19,092	61

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER'S PRE-AUDIT

Merchandise Received	I certify that this claim is correct and just, and payment is approved.		State Aid	
Date	By _____		Verified	Certified For Payment of State Aid Amount
Page No.	Date _____		Audited	
By			By _____	

Expenditure						Liquidation				
Dept.	Cost Center Code		Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
	Unit	Var.		Yr.	Dept.						Statewide

Distribution: Original to OSC with Copy to Agency and Municipality

Check if Continuation form is attached