

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 November 27, 2019

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2019-409	Economic Dev. & Tourism, Ways & Means, TO BOARD	
2019-410	Ways & Means, TO BOARD	
2019-411	Read & Filed, Ways & Means	
2019-412	Ways & Means	
2019-413	Ways & Means	
2019-414	Health & Human Services, Ways & Means	
2019-415	Health & Human Services, Ways & Means	
2019-416	Health & Human Services, Ways & Means	
2019-417	Government Operations, Ways & Means	
2019-418	Government Operations, Ways & Means	
2019-419	Government Operations, Ways & Means	
2019-420	Public Works, Ways & Means	
2019-421	Public Works, Ways & Means	
2019-422	Public Works, Ways & Means	
2019-423	Public Works, Ways & Means	
2019-424	Public Safety, Ways & Means	
2019-425	Public Safety, Ways & Means	
2019-426	Public Safety, Ways & Means	
2019-427	Public Safety, Ways & Means	
2019-428	Public Safety, Ways & Means	
2019-429	Economic Dev. & Tourism, Ways & Means	
2019-430	Economic Dev. & Tourism, Ways & Means	
2019-431	Government Operations, Ways & Means	
2019-432	Public Works, Ways & Means	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

MEMORANDUM

FN 20 19-411

TO: Mikale P. Billard
Clerk of the Oneida County Board of Legislators

READ & FILED

FROM: Steven P. Devan, P.E.
Commissioner *SD*

WAYS & MEANS

SUBJECT: Proposed Oneida County Sewer District Rate Schedule

DATE: November 27, 2019

Please find attached the proposed Oneida County Sewer District rate Schedule and corresponding legal notice. As the legal notice indicates, I am required to file it with you so that it is available for public inspection.

Thank you for your cooperation in this matter. Please feel free to contact me if you have any questions.



NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the proposed sewer use charges for the Oneida County Sewer District have now been completed by the administrative head of said District and have been filed with the Clerk of the Board of the Oneida County Board of Legislators.

TAKE FURTHER NOTICE, that the administrative head of the Oneida County Sewer District will conduct a public hearing on said charges at the Oneida County Office Building, 9th Floor, Room 1045, 800 Park Ave., Utica, NY at 11:00 AM, on the 9th day of December, 2019 for the purpose of hearing and reviewing any comments on the proposed sewer service charges.

TAKE FURTHER NOTICE, that written statements may be submitted at this time. Furthermore, the record shall remain open for a period of five (5) days following this public hearing for the purpose of receiving any additional written comments. Such comments may be filed up to the 16th day of December 2019. Comments can be mailed to OCSD, P.O. Box 442, Utica, NY 13503-0442.

TAKE FURTHER NOTICE, that the proposed sewer use charges will remain of file with the Clerk of the Board of the Oneida County Board of Legislators and will be open to public inspection during regular business hours.

Dated: November 27, 2019

Steven P. Devan, P.E.
Commissioner
Oneida County Department of
Water Quality and Water Pollution Control
P.O. Box 442
Utica, NY 13505-0442



ONEIDA COUNTY SEWER DISTRICT RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

This rate schedule will apply to all bills issued on or after April 1, 2020.
It will remain in effect until modified by the Oneida County Board of Legislators

A. RESIDENTIAL CUSTOMER FEES

1. Metered Consumption

Customers will be charged a wastewater treatment fee based on metered water usage. The rate charged will be \$5.52 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District or the Clayville Water District. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$5.52)}{(1000 \text{ gallons})}$$

2. Unmetered Consumption

Customers who do not have water meters will have a usage calculated based on an estimated water consumption rate of 50 gallons per person per day. The maximum charge per household will be based on 200 gallons per day. The rate charged will be \$5.52 per 1000 gallons of water consumed. The customer will receive a bill directly from the Sewer District for these services. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$5.52)}{(1000 \text{ gallons})}$$

Customers covered under this section of the rate schedule will be required to complete a form certifying as to the number of persons occupying the property serviced by the account. Customers who do not submit the required certification form will be charged the maximum household rate of 200 gallons per day. Customers who intentionally misrepresent the number of occupants per household can be charged with a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Furthermore, restitution will be required as per Section D-3 of this rate schedule.

3. Sauquoit Creek Basin Surcharge

In addition to the charges listed in sections 1 and 2, customers whose discharge is tributary to the Sauquoit Creek Pumping Station, except the Village of Whitesboro, will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order. Like regular residential fees, the surcharge is based on metered or unmetered water consumption as listed in the formulas below. The rate charged will be \$1.05 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District, and the Clayville Water District or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$1.05)}{(1000 \text{ gallons})}$$

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$1.05)}{(1000 \text{ gallons})}$$



4. Village of Whitesboro Surcharge

In addition to the charges listed in sections 1 and 2, customers who reside in the Village of Whitesboro, will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order as per Village Board Resolution dated July 13, 2015. Like regular residential fees, the surcharge is based on metered or unmetered water consumption as listed in the formulas below. The rate charged will be \$2.30 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$2.30)}{(1000 \text{ gallons})}$$

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$2.30)}{(1000 \text{ gallons})}$$

B. INDUSTRIAL CUSTOMER FEES

1. Basic Rate

Industrial customers will be charged a fee based on metered water consumption and be subject to the same rates as residential customers. In addition to these fees, industrial customers who require a permit under Oneida County Sewer Use Rules and Regulations will be charged an annual permit fee of \$660 to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. High Strength Wastewater

Industrial customers who discharge high strength wastewater, as defined by the Sewer District, will be subject to fees in addition to those calculated using the basic rate. A surcharge will apply to discharges with total suspended solids (TSS) exceeding 290 mg/l and/or Biochemical Oxygen Demand (BOD) exceeding 330 mg/l. This surcharge will be \$0.02 per pound of TSS and/or BOD that exceed the limits as stated in this section. If insufficient BOD data exists to accurately determine the surcharge, Chemical Oxygen Demand (COD) can be substituted for BOD. In this case, the surcharge will be \$0.02 per pound of COD that exceeds 350 mg/l.

3. Federal Categorical Pretreatment Standards

Federal Categorical Pretreatment Standards have additional monitoring and administrative cost associated with them. Accordingly, an annual permit fee of \$1,100 will be charged to industrial customers who are subject to these standards.

4. Additional Sampling Fees

A fee of \$200 per sample may be charged if more than four (4) twenty-four hour composite samples are needed on an annual basis to characterize the discharge of an industrial customer.



5. Groundwater Remediation Projects

Groundwater clean up and site remediation projects approved by the Sewer District for discharge directly to the sewer system will be charged the basic rate, as indicated in Section B-1, for wastewater generated. An annual permit fee of \$100 will be assessed to cover monitoring and administrative fees. The customer will be required to provide accurate discharge data on a semi-annual basis for billing purposes.

C. FEES FOR WASTEWATER HAULED DIRECTLY TO THE TREATMENT PLANT

1. Basic Rate

Wastewater haulers who discharge directly to the wastewater treatment plant will be charged based on the actual amount of wastewater contained in each load. This fee will be \$0.08 per gallon of wastewater delivered. In addition, an annual permit fee of \$100 will be charged to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. Domestic Wastewater

Haulers of septage, cesspool and portable toilet wastewater, containing only household type wastewater, will be subject to all charges as detailed in Section C-1 of this schedule.

3. Non-Domestic Wastewater

Non-domestic wastewater, as approved by the Sewer District on a case-by-case basis, will be subject to all charges as detailed in Section C-1 of this schedule. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

4. Municipal or Private Sewage Treatment Systems

Wastewater from municipal and private sewage treatment systems, as approved by the Sewer District on a case-by-case basis, will be subject to the charges as detailed in Section C-1 of this schedule.

5. Low Solids Wastewater

Low solids wastewater, as approved by the Sewer District on a case-by-case basis, will be charged \$0.04 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

6. Landfill Leachate

Landfill Leachate, as approved by the Sewer District on a case-by-case basis, will be charged \$0.02 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

7. Food Waste Slurry

Food waste slurry from the Oneida- Herkimer Solid Waste Authority that is fed directly to the anaerobic digesters will be charged \$0.02 per gallon based on the actual amount of slurry delivered.



D. OTHER CHARGES AND ADJUSTMENTS

1. Late Charges

A late charge of 10% will be charged to all accounts that are not paid by the date they are due. This fee will be assessed at the start of every billing cycle and only imposed on newly accrued late balances from the previous billing cycle.

2. Delinquent Charges

All accounts that are overdue after October 31st and have a balance greater than or equal to \$50 will be declared delinquent and added to the tax rolls of the appropriate municipality. Once the delinquent accounts are transmitted to the Oneida County Department of Finance for processing, this department will be responsible for the collection activities associated with these accounts. Once declared delinquent, an additional charge of 10% will be assessed to the account. Delinquent charges are in addition to any other charges, including late charges.

Delinquent charges will be equally divided between the Oneida County Sewer District and the Oneida County Department of Finance as compensation for the cost of processing the delinquency. If the account actually is relieved on the tax rolls, the delinquent charge will rise to 12% with the Oneida County Sewer District receiving 5% and the Oneida County Finance Department receiving 7% as compensation for the cost of processing the delinquency.

3. Uncompensated Use of Sewer District Services

Sewer customers who have been found utilizing Sewer District wastewater treatment services without paying for them will be assessed fees for these services. The fee will be based on actual meter readings or a consumption rate of 200 gallons per day and the user fees in effect during the time the services were being utilized. Charges will be calculated based on the amount of time the service was being utilized but in no case shall it exceed 6 years.

It is the responsibility of the sewer customer to provide the Sewer District adequate information so that the length of time service was rendered can be established. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was rendered and bill the customer accordingly.



4. Refunds

Customers who have been incorrectly billed for Sewer District wastewater treatment services may be entitled to a refund. The customer must petition the Sewer District in writing to have a refund considered. The refund will be based on the fees in effect during the time services were being utilized and will be calculated based on actual billing records. In no case shall the refund period exceed 6 years.

It is the responsibility of the customer to provide the Sewer District with adequate information to determine the amount of the refund. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was incorrectly billed and base the refund to the customer accordingly.

Refunds for charges occurring in the current year will be processed as a credit to the customer's account. If the refunds encompass more than one year, or an active account no longer exists, the customer will receive reimbursement directly from the Sewer District, once the appropriate documents have been filed and processed by the County. If the refund is associated with a property that has a County tax lien, the refund will not be processed until this tax lien is satisfied.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve refunds up to \$1,000 per account. The Oneida County Board of Legislators must approve refunds over this amount.

5. Adjustments

Customers may request an adjustment to an account for abnormal water consumption that was not discharged to the sewer system. Adjustments will be considered only if water consumption records indicate an abnormal pattern of water use and if physical evidence exists to support the adjustment claim. The customer must petition the Sewer District in writing within 180 days of the occurrence of the event causing abnormal water consumption to have an adjustment considered.

Customers may request adjustments to an account for water consumed in industrial or manufacturing processes. The customer must petition the Sewer District in writing to have such an adjustment considered. Supporting documentation must accompany the petition. The Sewer District may require additional engineering analysis to support a petition. The cost of this analysis is the responsibility of the petitioner.

The Sewer District may, at its own discretion, conduct an investigation, including a physical inspection of the property, to establish the legitimacy of an adjustment claim. Normal water consuming activities such as routine swimming pool maintenance, car washing and lawn or garden watering are not grounds for an adjustment.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve adjustments up to \$7,500 per account. The Oneida County Board of Legislators must approve adjustments over this amount.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 12, 2019

FN 20 19-412

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

WAYS & MEANS

Re: Appointment of Assistant Secretary to the County Executive

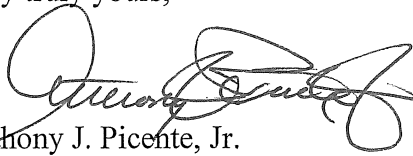
Honorable Members:

I submit to you my appointment of Rebecca Olney as Assistant Secretary to the County Executive at Grade 18M, Step 9, with a salary of \$36,678.00.

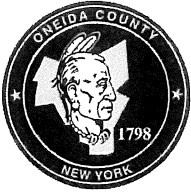
I request that this appointment be placed on the agenda for consideration at your next meeting.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive.





ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

November 19, 2019

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue, 10th Floor
Utica, New York 13501

FN 20 19-413

Re: Robenski/Greener v. County of Oneida, et al.
Index No.: CA2014-001935

WAYS & MEANS

Dear County Executive Picente:

I am requesting authority to assign the remainder of the County's Self-Insured Retention in the matter of Robenski/Greener v. County of Oneida, et al. to our carrier, Tokio Marine HCC Public Risk Claims Service.

This matter involves a claim arising out of an incident involving injuries to an infant which occurred between November 2012 – January 2013. Oneida County Department of Social Services employees were responsible for visiting and monitoring the infant while she was in the custody of her biological parents. The plaintiffs claim that the Oneida County Department of Social Services employees failed to notice injuries to the infant during said visits, and therefore failed to protect the infant from abuse and neglect, and failed to use ordinary care and departed from good, usual, customary and accepted practices.

The parties have agreed to settle the matter for the sum of \$75,000.00, with OneBeacon and Oneida County contributing \$37,500.00 each.

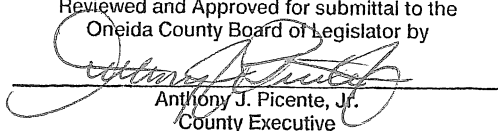
The County has expended \$87,231.78 on the defense of this matter, leaving the sum of \$12,768.22 of the County's Self-Insured Retention of \$100,000.00. I am requesting authority to assign the remainder of the County's Self-Insured Retention to our insurance carrier, Tokio Marine HCC Public Risk Claims Service. The remainder of the settlement figure, \$24,731.78, will be paid by Tokio Marine HCC Public Risk Claims Service.

Accordingly, I recommend this settlement and request that the Board of Legislators authorize an assignment of the Retention of this claim to Tokio Marine HCC Public Risk Claims Service.

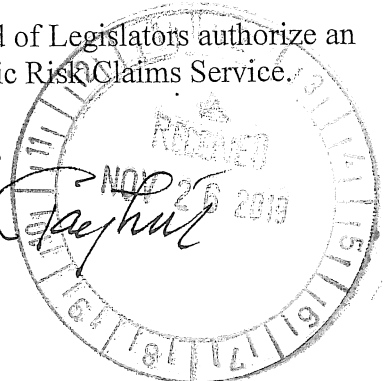
Very truly yours,


Peter M. Rayhill

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


Anthony J. Picente, Jr.
County Executive

Date 11-22-19



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

October 18, 2019

FN 20 19-414

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

Attached are two (2) copies of the first renewal of an Agreement between Oneida County, through its Health Department, and Adrean Funeral Service, Inc. for transportation of decedents to locations designated by the Onondaga County Medical Examiner's office or its designees.

The term of this Agreement renewal begins January 1, 2020 and ends December 31, 2020. The amount of compensation for transportation services in 2020 will be \$91,800.00 to be paid on a quarterly basis at the beginning of each quarter beginning January 1st and subsequently on April 1st, July 1st and October, 1st. This Agreement also provides one additional option for renewal with a 2% increase the following term.

If this Agreement meets with your approval, please forward to the Board of Legislators.

Please feel free to contact me at 315-798-5220 or by e-mail at pellis@ocgov.net should you require additional information.

Sincerely,

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



CM

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

Anthony J. Picente, Jr.
County Executive

Date 11-13-19

Oneida Co. Department: Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Adrean Funeral Service, Inc.
700 Rutger Street
Utica, New York 13501

Title of Activity or Service: Transportation of Decedents

Proposed Dates of Operation: January 1, 2020 to December 31, 2020
(1st Annual Renewal)

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Transportation services to remove and transport decedents to locations designated by the Onondaga County Medical Examiner's Office or its designees.
- 2) **Program/Service Objectives and Outcomes:** NA
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$91,800.00 plus storage fees **Account # A1186.495**

Oneida County Dept. Funding Recommendation: \$91,800.00 plus storage fees

Proposed Funding Sources (Federal \$/ State \$/County \$):\$91,800.00

Cost Per Client Served: NA

Past Performance Data: NA

O.C. Department Staff Comments: This is the first (1st) renewal of the master agreement (Contract #69492) for these services and includes the 2% increase previously approved within.

**MEDICAL EXAMINER OFFICE TRANSPORTATION
SERVICES AGREEMENT**

THIS AGREEMENT, entered into on the ____ day of _____, 2019, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "COUNTY," and Adrean Funeral Service, Inc., a domestic business corporation with its offices located at 700 Rutger Street, Utica, New York 13501, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY wishes to engage the services of a qualified provider possessing the requisite skills, expertise and licensing to provide decedent removal, temporary storage, and transportation services to the Onondaga County Medical Examiner Office (OCMEO) who serves on the behalf of the COUNTY; and

WHEREAS, the COUNTY requested proposals from qualified agencies to perform such services; and

WHEREAS, after a thorough review, it has been determined the CONTRACTOR possesses the requisite skills, expertise, and licensing to provide the required services set forth hereunder;

NOW **THEREFORE**, in consideration of the mutual promises made by the parties herein, the COUNTY and the CONTRACTOR agree as follows:

1. TERM:

The terms and conditions of this Agreement shall commence January 1, 2020 and terminate December 31, 2020. Thereafter, in the COUNTY's sole discretion, this Agreement may be renewed for an additional one-year term.

2. SCOPE OF SERVICES:

a. The Onondaga County Medical Examiner's Office (OCMEO) is located at 100 Elizabeth Blackwell Street, Syracuse, New York. The CONTRACTOR shall provide decedent removal, temporary storage, and transportation services to this location and/or to other locations as required in the event of a mass fatality or other incident where an off-site location is necessary (hereinafter collectively called the "Services").

b. The CONTRACTOR shall provide the Services at such times, dates and locations as designated by the COUNTY through the OCMEO. The Services shall be required at various locations throughout Oneida County, including, but not limited to, residences, roadways, wooded areas, funeral homes, and hospitals/health care facilities.

c. The CONTRACTOR shall provide such Services on an on-call basis, and shall provide such Services at any time, 24 hours a day, and 7 days a week.

d. The CONTRACTOR shall utilize vehicles conforming to New York State Health laws appropriate for the performance of the Services. Vehicles will be subject to the approval of the OCMEO Chief Medical Examiner or his/her designated representative. Inappropriate or poorly maintained vehicles shall be disallowed.

- e. The CONTRACTOR shall utilize vehicles with appropriate equipment for a wide range of locations or scenarios and are unmarked or do not display a company name.
- f. The OCMEO shall provide the CONTRACTOR with information about scene location, weight of decedent, decontamination requirements, and any other information that may require additional assistance or resources by the CONTRACTOR at the time of notification.
- g. The CONTRACTOR agrees that it shall have available, at all times, a sufficient number of vehicles and staff to remove at least two decedents from two different locations at the same time.
- h. The CONTRACTOR shall respond to the designated location within forty-five (45) minutes of notification by the OCMEO except and unless, in the rare instance, there is a delay caused by unforeseen events beyond the CONTRACTOR's reasonable control.
- i. The CONTRACTOR agrees that it shall allot forty-five (45) minutes of time on-scene for stand-by and removal. On-scene time starts upon arrival at the scene and ends when the decedent is removed from the scene. OCMEO staff will contact the CONTRACTOR when the decedent is ready for removal; however, the CONTRACTOR must be aware there are times when the removal may be delayed due to law enforcement and/or other agency activities beyond the control of the OCMEO.
- j. The CONTRACTOR shall provide at least two (2) employees to remove decedents from scenes and emergency rooms and at least one (1) employee to remove decedents from hospital morgues. The CONTRACTOR's employees must be capable of moving heavy decedents up to 250 pounds and must have the appropriate number of staff and equipment to remove decedents up to 500 pounds. The CONTRACTOR should not expect any assistance with removal.
- k. The CONTRACTOR's employees shall dress professionally and appropriately for scene response.
- l. The CONTRACTOR and its employees shall demonstrate respect for the decedent and for family members of the decedent at all times during the performance of the Services. A flat or plastic carry-board must be used to transfer all decedents to a stretcher for removal.
- m. The CONTRACTOR and its employees must maintain confidentiality of all information obtained during performance of the Services. This includes basic data such as decedent name, age, gender, sexual orientation, circumstances of death, as well as other information. Any breach of confidentiality may result in the termination of this Agreement and possible legal action.
- n. The CONTRACTOR and its employees must use universal precautions to avoid infection control during performance of the Services.
- o. The CONTRACTOR and its employees must comply with Occupational Safety and Health regulations 29 CFR 1910.1030: Occupational Exposure to Blood-Borne Pathogens and 29 CFR 1910.132-136: Personal Protective Equipment, and supply personal protective supplies to meet these standards.
- p. The CONTRACTOR and its employees must read the CFS Safety Manual Contractor Safety Handout and complete the Contractor Safety Acknowledgement Signature form.

q. The CONTRACTOR shall utilize cellular telephone and/or two-way radio communication between the CONTRACTOR's main office, mobile vehicle(s) and OCMEO employees.

r. During performance of the Services, the CONTRACTOR shall utilize various types of body bags provided by the OCMEO. Heavy duty bags must be used in any instance where the death is the result of a criminal act, requires removal by hand carrying the remains (i.e. off road or woods), or in circumstances where special handling is required, as directed by the OCMEO staff on scene. In all other routine removal situations (hospitals, nursing homes, etc.), the decedent, ideally, must be placed in a bag provided by that institution. In those cases where a bag is not provided by an institution, or removal is made from a private residence, a lightweight bag must be utilized. In cases where the decedent is extremely obese, special oversized heavyweight bags shall be utilized as determined by OCMEO staff. All bags shall be replenished upon arrival at the OCMEO. All bags are the property of the OCMEO and must be used for only that purpose.

s. The CONTRACTOR shall utilize other supplies provided by the OCMEO for scene preservation as directed by OCMEO's Forensic Investigators (Forensic Investigators) or Medical Examiners.

t. The CONTRACTOR must complete the following chain of custody when a Forensic Investigator is present at the scene/pick-up location: The Forensic Investigator shall begin the chain of custody at the scene by sealing the bag with a numbered lock seal and shall then transfer the decedent to the CONTRACTOR for transport. The chain of custody shall continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees shall not depart the OCMEO following decedent transport until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.

u. The CONTRACTOR must complete the following chain of custody when a Forensic Investigator is NOT present at the scene/pick-up location: The CONTRACTOR shall ensure the numbered lock seal on the body bag matches the seal number noted in the hospital or other agency's records/forms before transport to the OCMEO. If the body bag is NOT sealed upon arrival, the CONTRACTOR shall use an approved OCMEO property and evidence form to document personal property and valuables on the decedent, with hospital or other agency staff present, and then seal the bag with a numbered lock seal before transport to the OCMEO. The chain of custody shall continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees shall not depart the OCMEO following decedent transport until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.

v. The CONTRACTOR shall bring any issues/problems encountered to the attention of the Forensic Investigator responsible for the particular scene, or to the OCMEO or his /her designee.

w. The CONTRACTOR must provide a monthly report on all responses including OCMEO case number, time of arrival and departure from the scene, scene location, and names of CONTRACTOR employees responding. This report shall be submitted with a quarterly invoice for Services performed to the Oneida County Director of Public Health.

3. COMPENSATION:

a. The amount of compensation from the COUNTY to the CONTRACTOR for the Services performed under this Agreement shall be Ninety-One Thousand Eight Hundred Dollars (\$91,800.00).

- i. Such compensation shall be made by the COUNTY after receipt of an Oneida County voucher presented by the CONTRACTOR to the COUNTY, on forms prescribed by the COUNTY and after audit and approval by the COUNTY's Public Health Director, the COUNTY's Department of Audit and Control, and the COUNTY's Comptroller.
- ii. Compensation shall be made quarterly commencing January 1st, 2020 with subsequent payments on April 1st, 2020, July 1st, 2020, and October 1st, 2020 pursuant to the above procedures.
- iii. At no time shall the CONTRACTOR submit a bill to a member of the decedent's family.

b. The CONTRACTOR shall provide storage of decedents on an as-needed basis for an additional charge. In the event that storage of a decedent is necessary, the CONTRACTOR shall be compensated in accordance with the above procedures and pursuant to the following schedule:

- i. Storage time shall be calculated from the time a decedent arrives at the CONTRACTOR's facility until such time the decedent is removed from the CONTRACTOR's facility.
- ii. There shall be no additional charge for non-refrigerated storage at the CONTRACTOR's facility for the first 24 hours. After the first 24 hours, a decedent shall be stored in refrigeration at the rate of One Hundred Dollars (\$100.00) per 24 hours, or any part thereof.
- iii. When required, immediate refrigeration shall commence upon arrival at the CONTRACTOR's facility at the rate of One Hundred Dollars (\$100.00) per 24 hours, or any part thereof.

c. In the event the COUNTY elects to renew this Agreement, with the same terms and conditions, for a term commencing January 1, 2021 and terminating December 31, 2021, the amount of compensation for decedent removal and transportation shall be Ninety-Three Thousand Six Hundred Thirty-Six Dollars (\$93,636.00) paid in accordance with the above procedures. Any additional charge for storage will be made pursuant to section b above.

4. CONFIDENTIALITY:

The CONTRACTOR shall hold in strict confidence all records and proceedings the CONTRACTOR has access to in the provision of the Services. The CONTRACTOR shall not disclose any information, data or records except to those persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the COUNTY, it being acknowledged and agreed that, except as otherwise required by law, the COUNTY shall have sole responsibility for responding to requests for access to such records.

5. REPORTING REQUIREMENTS:

The CONTRACTOR shall keep separate and accurate records regarding performance of the Services under the term of this Agreement and, upon request by the COUNTY, the CONTRACTOR shall submit such documentation to the COUNTY.

6. PERFORMANCE OF SERVICES:

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

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

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

7. INDEPENDENT CONTRACTOR STATUS:

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

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

c. The CONTRACTOR acknowledges and agrees that its Assistants shall not be eligible for any COUNTY employee benefits, including retirement membership credits.

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

e. The CONTRACTOR shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the CONTRACTOR or its Assistants under this

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

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

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

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

i. The CONTRACTOR shall not display the COUNTY's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the CONTRACTOR.

8. INDEMNIFICATION:

The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and ONONDAGA COUNTY, their officers, directors, elected officials and employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the CONTRACTOR, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

9. INSURANCE:

a. The CONTRACTOR shall provide the COUNTY with proof that Adrean Funeral Service, Inc. is covered under a professional liability policy of insurance which coverage shall be extended or endorsed to include any work performed for the COUNTY under the terms of this Agreement.

b. The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the Services to be performed under the Agreement.

c. The CONTRACTOR shall have the COUNTY and Onondaga County named as additional insureds on a primary basis to said policies, and to provide the COUNTY with certificates from said insurance company or companies showing the COUNTY and Onondaga County as additional insureds prior to execution of the Agreement, and to provide that such coverage shall not be

terminated without prior written notice to the COUNTY at least fifteen (15) days prior to said termination.

- d. Specific Insurance minimum requirements shall consist of the following:
 - i. Commercial General Liability Insurance: One million dollars (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate;
 - ii. Automobile Liability Insurance: One million (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate; and
 - iii. Excess/ Umbrella coverage: Three million dollars (\$3,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate.

10. AUDIT:

The CONTRACTOR shall meet with the COUNTY on reasonable notice and at reasonable times and locations to permit the COUNTY to audit any and all files controlled or supervised by the CONTRACTOR under this Agreement.

11. TERMINATION:

This Agreement may be cancelled for cause by the COUNTY upon thirty (30) days written notice to the CONTRACTOR. However the parties shall diligently endeavor to resolve any issue creating cause prior to the COUNTY advising the CONTRACTOR of its intent to terminate for cause.

12. ENTIRE AGREEMENT:

This Agreement and the attachments hereto represent the entire understanding between the parties and may not be amended or any of its provisions waived without the prior written consent of both the COUNTY and the CONTRACTOR.

13. CHOICE OF LAW, VENUE:

- a. This Agreement shall be governed by the laws of the State of New York.
- b. If either party elects to commence litigation against the other in connection with any matter relating 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.

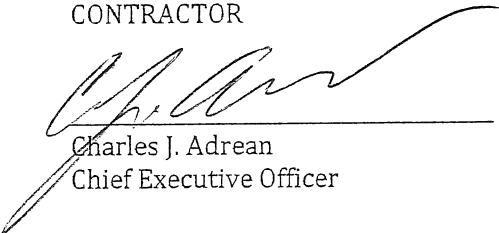
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

Anthony J. Picente, Jr.
County Executive



Charles J. Adrean
Chief Executive Officer

Approved

Maryangela Scalzo, Esq.
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

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

November 6, 2019

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

FN 20 19-415

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Service Agreement between Oneida County, through its Department of Social Services, and the Herkimer - Oneida Counties Comprehensive Planning Program. If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

This renewal Agreement between Oneida County and the Herkimer - Oneida Counties Comprehensive Planning Program will provide preparation and monitoring of the Consolidated Services Plan, data collection and analysis, needs assessment, grant applications, and other planning services as needed.

The term of the Agreement is January 1, 2020 through December 31, 2020. The total cost of the Agreement is \$43,476.00 with a local cost of 40% or \$17,390.40.

I am respectfully requesting the approval of this Agreement between Oneida County, through its Department of Social Services, and the Herkimer - Oneida Counties Comprehensive Planning Program.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner



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

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

Date 11-25-19

CFB/vlc
Attachment

12601

Oneida Co. Department Social Services

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Herkimer-Oneida Counties Comprehensive Planning Program (HOCCPP)
 Union Station
 321 Main Street
 Utica, New York 13501

Title of Activity or Services: Technical and Planning Assistance

Proposed Dates of Operations: January 1, 2020 through December 31, 2020

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The program assists the Department in satisfying State and County Planning requirements and achieving program goals and objectives. It also provides assistance to the Department in such areas as grant proposals, implementation and planning of programs, the planning and organization of community resources for the department, and preparation of various reports required by NYS based on evolving regulations and needs.

2). Program/Service Objectives and Outcomes -

To provide technical assistance and consultation to the Department in the preparation and monitoring of the Consolidated Service Plan and other areas identified by the Department.

3). Program Design and Staffing Level -

5%	Interim Commissioner
10%	Principal Planner
50%	Planner
20%	Principal Office Specialist
5%	Principal Account Clerk

Total Funding Requested: \$43,476.00.

Oneida County Dept. Funding Recommendation: Account #:A6010.49535

Mandated or Non-mandated: Non-mandated

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

Federal	48 %	\$ 20,868.48
State	12 %	\$ 5,217.12
County	40 %	\$ 17,390.40

Cost Per Client Served:

Past performance Served: The Department has had an Agreement with HOCCPP to provide this service since 1989. The Contract cost was \$45,675.00 in 2019.

O.C. Department Staff Comments: The Department is satisfied with HOCCPP's performance.



Herkimer-Oneida Counties Comprehensive Planning Program

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

The **Herkimer-Oneida Counties Governmental Policy & Liaison Committee (GP&L)** was created in 1963 by corresponding resolutions of the Herkimer County Board of Supervisors (Resolution No. 161) and the Oneida County Board of Supervisors (Resolution No. 265) pursuant to Article 5-G of the General Municipal Law of the State of New York which authorizes cooperative activities between counties. Subsequent resolutions in 1972/73, 1978/79, 1992 and 2006, by both the Herkimer County Legislature and the Oneida County Board of Legislators have modified the voting membership to comply with federal guidelines and/or meet local needs.

The GP&L currently consists of twenty-one (21) voting members. Members are appointed based on the elected office or appointed position that they hold, or the agency that they represent. Terms correspond to the member's term of office or appointment to the position they represent.

Current GP&L membership is comprised of the following: Chairman of the Herkimer County Legislature; Oneida County Executive; Herkimer County Administrator; Chairman of the Planning & Development Committee of the Herkimer County Legislature; Chairman of the Highway Committee of the Herkimer County Legislature; Commissioner of the Herkimer County Department of Social Services; Chairman of the Oneida County Board of Legislators; Majority Leader of the Oneida County Board of Legislators; Minority Leader of the Oneida County Board of Legislators; Chairman of the Public Works Committee of the Oneida County Board of Legislators; Mayor of the City of Utica; Mayor of the City of Rome; two (2) Oneida County Town Supervisors; two (2) Oneida County Village Mayors; One (1) Herkimer County Town Supervisor; one (1) Herkimer County Village Mayor; the Chairman of the Central New York Regional Transportation Authority; the Commissioner of the New York State Department of Transportation; and the Chairman of the New York State Thruway Authority.

The Chairman and Vice-Chairman positions alternate every two years between the Chairman of the Herkimer County Legislature and the Oneida County Executive.

The Program Director of the Herkimer-Oneida Counties Comprehensive Planning Program (HOCCPP) serves as Executive Secretary of the GP&L. The GP&L normally meets four times per year.

The 1963 corresponding resolutions also established the **Herkimer-Oneida Counties Comprehensive Planning Program (HOCCPP)** to provide the professional and technical staffing necessary to undertake comprehensive regional planning within the two counties. The resolutions designated the Oneida County Commissioner of Planning as the HOCCPP Program Director.

The GP&L was designated in 1971 by the Governor of New York State as the **Metropolitan Planning Organization (MPO)** responsible, together with the State, for the performance of the transportation planning process for Herkimer and Oneida Counties as embodied in the **Herkimer-Oneida Counties Transportation Study (HOCTS)**.

AGREEMENT

THIS AGREEMENT (herein after referred to as "Agreement"), by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at the Oneida County Office Building, 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 the Herkimer-Oneida Counties Comprehensive Planning Program, a Regional Planning Board established by the Counties of Oneida and Herkimer with principal offices at 321 Main Street, Union Station, Utica, New York 13501 (hereinafter referred to as "HOCCPP").

In consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

I. TERM OF AGREEMENT

1. This Agreement shall be effective January 1, 2020 until December 31, 2020.
2. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to HOCCPP shall be provided prior to the end of the term of this Agreement.
3. It is understood and agreed that the County and the Department shall not be obligated to extend or renew the terms of this Agreement.

II. SCOPE OF SERVICES

1. HOCCPP shall provide technical assistance to the Department in the preparation and monitoring of the Oneida County Consolidated Services Plan and other areas identified by the Department's Commissioner. These areas shall include, but are not limited to, data collection and analysis, citizen participation, needs assessment, grant applications, plan preparation and monitoring, yearly implementation reports, and program and project/contract evaluations and monitoring.
2. It is understood that HOCCPP'S role is that of a consultant, working at the Department's direction, to assist in satisfying New York State and County planning requirements and achieving the Department's goals and objectives. HOCCPP staff shall supplement the Department's planning efforts and relieve a portion of that burden from the Department's staff while establishing a more focused planning process.

III. PERFORMANCE OF SERVICES

1. HOCCPP represents that HOCCPP is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services provided for in this Agreement. HOCCPP shall use HOCCPP'S best efforts to perform the services such that the results are satisfactory to the Department.

2. HOCCPP may, at HOCCPP'S own expense, employ or engage the services of such employees, subcontractors and/or partners as HOCCPP deems necessary to perform the services (collectively, the "Assistants"). HOCCPP shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with any and all applicable federal, state or local laws and regulations. HOCCPP shall expressly advise the Assistants of the terms of this Agreement.

3. Pursuant to the Oneida County Board of Supervisors' Resolution No. 265 of 1963, HOCCPP staff is under the immediate supervision and direction of the Oneida County Commissioner of Planning. As such, some or all of the Assistants may be County employees.

4. HOCCPP acknowledges and agrees that HOCCPP and its Assistants have no authority to enter into agreements that bind the County or the Department, or create obligations on the part of the County or the Department without the prior written authorization of the County or the Department.

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

6. The Department's Commissioner reserves the right to evaluate the job performance of the individuals chosen to perform the work and to request to have reassigned any HOCCPP employee performing under the Agreement; and to request retention, reinstatement or reassignment of any HOCCPP employee who may have been removed. The ultimate decision with regard to staffing remains with HOCCPP.

7. In order to achieve the maximum results required, the Department shall provide reports, documents, and other information which will enable HOCCPP to perform its duties under this Agreement.

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of HOCCPP and its Assistants to the County shall be that of Independent Contractors. All of HOCCPP's Assistants who are not actual employees of the County shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. HOCCPP, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants who are not actual employees of the County shall conduct themselves in accordance with such status, that they shall not hold themselves out as, or claim to be, an officer or employee of the County by reason thereof and that they shall 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. HOCCPP's Assistants who are not actual employees of the County 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.

3. HOCCPP shall be solely responsible for applicable taxes for all compensation paid to HOCCPP's Assistants under this Agreement who are not actual employees of the County, 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). HOCCPP shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

4. HOCCPP shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and civil rights requirements.

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

6. If the Internal Revenue Service, Department of Labor, or any other governmental agency question or challenge HOCCPP'S or its Assistants' Independent Contractor status, it is agreed that both the County and HOCCPP 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.

V. REIMBURSEMENT

1. Compensation under this Agreement shall not exceed \$43,476.00 for the term of the Agreement, and the Department shall reimburse HOCCPP for dedicated staff support per the chart attached as Appendix A.

2. HOCCPP shall submit a County voucher to the Department on a monthly basis which shall be documented by sufficient, competent and evidential matter.

VI. LIAISONS

The liaisons for purposes of this Agreement are:

For HOCCPP: HOCCPP Commissioner
For the Department: Colleen Fahy-Box, Commissioner

VII. MEETING OF THE PARTIES

The parties shall meet at least every six (6) months, or more frequently as requested by either party, to review this Agreement.

VIII. RECORD RETENTION

All records shall be available for a period of six (6) years and shall be made available for audit by the New York State Departments of Audit and Control and Health and Human Services or other New York State regulating authorities.

IX. CONFIDENTIALITY

All information exchanged between the parties is considered confidential and shall be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.

X. TRAINING

Neither HOCCPP nor its Assistants shall be required to attend or undergo any training by the County. HOCCPP shall be fully responsible for its own or Assistants' 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.

XI. REASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned by HOCCPP without first obtaining written approval of the Department.

XII. TERMINATION OF AGREEMENT

The parties agree that either party may terminate this Agreement with thirty (30) days written notice to the other party without cause, and immediately if for cause or if federal or state reimbursement is terminated or not allowed.

XIII. 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 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.

XIV. ADVICE OF COUNSEL

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

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Date: _____

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Commissioner

Date: 11/15/19

HOCCPP: _____



Regina Venettozzi, Interim Program Director

APPENDIX A

Herkimer-Oneida Counties
Comprehensive Planning Program

Oneida County Department of Social Services
2020:

1. **Program Organization-** The Department shall reimburse HOCCPP for the percentage of time each Assistant is dedicated to performing the services under this Agreement as follows:

<u>Position</u>	<u>Percentage of Time</u>	<u>Payment Not to exceed</u>
Interim Commissioner	5%	\$5,273.00
Principal Planner	10%	\$9,215.00
Planner	50%	\$21,872.00
Principal Office Specialist	20%	\$5,368.00
Principal Account Clerk	5%	<u>\$1,548.00</u>
	Sub-total	\$43,276.00
2. Additional Program Costs		
Transportation, Meals, Conferences, etc.		\$ 200.00
	TOTAL	\$43,476.00

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

I, the undersigned, an employee of ^{hereinafter} Oneida Counties Comp. Planning Program 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.

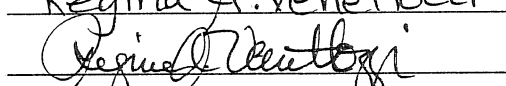
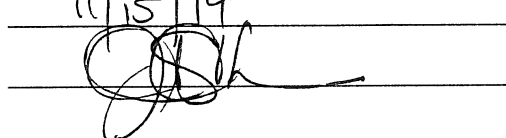
I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and 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: Regina A. Venetozzi
Signature: 
Title: Interim Commissioner
Date: 11/15/19
Witness: 

APPENDIX B

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 C

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

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

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

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies 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.

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

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

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

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

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

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, 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

- 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 and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

Herkimer Oneida Counties Comprehensive Planning Program
NAME OF CONTRACTED AGENCY

Regina A. Venetozzi, Interim Commissioner
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Regina Venetozzi
SIGNATURE

11/15/19
DATE



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

November 25, 2019

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

FN 20 19-416

HEALTH & HUMAN SERVICES
WAYS & MEANS

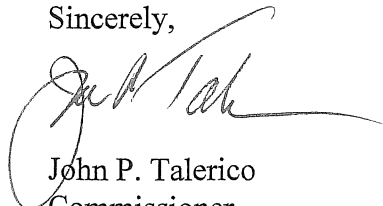
Dear County Executive Picente:

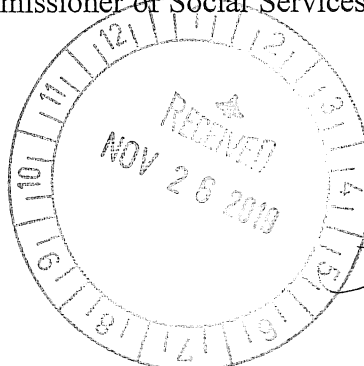
Attached for your review and approval is correspondence from Oneida County Commissioner of Social Services, Colleen Fahy-Box, requesting the addition of the title Deputy Commissioner of Social Services - Finance to Oneida County's Classification Plan. Also attached is the job specification which outlines the responsibilities and duties for this position, and places it in the competitive class.

Commissioner Fahy-Box has expressed the need for a title that manages all the monetary processes within various social services programs, as well as oversees the budget and contractual processes for the additional departments obtained through the consolidation into the Department of Family and Community Services. I recommend the salary for Deputy Commissioner of Social Services - Finance be set at grade 42M, step 2 starting at \$68,578. I am not requesting any positions be created at this time.


If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title Deputy Commissioner of Social Services - Finance to be grade 42M, step 2 starting at \$68,578.

Sincerely,


John P. Talerico
Commissioner



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


Anthony J. Picente, Jr.
County Executive

Date 11-25-19

Enclosures (2)

cc: Colleen Fahy-Box, Commissioner of Social Services
County Attorney
Budget



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

November 8, 2019

FN 20 19 417

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

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear County Executive Picente:

Enclosed herein, please find correspondence from Village Mayor, John Bialek, requesting consideration on a parcel of vacant land located within the village of New York Mills (TMP# 307007 317.101-1-16). Mayor Bialek requests this land so it can be utilized by the village as open park space, or as parking for municipal purposes. From the enclosed map, the village owns the adjacent property (15) and the village fire department (73) & library (43) are across the street from the land. Therefore, we request your review, and ask that you forward it to the Board of Legislators for their consideration no later than the December 18, 2019 meeting.

Sincerely yours,

Anthony Carvelli

cc: Peter Rayhill, County Attorney



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

Anthony J. Picente, Jr.
County Executive
Date 11/12/19



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

November 12, 2019

FN 20 19-418

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

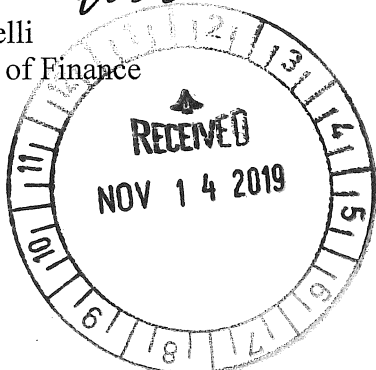
As a number of applications request refunds, we would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration on November 27th.

<u>NUMBER</u>		<u>AMOUNT</u>
8	REFUNDS	\$ 1,413.32
3	CORRECTIONS	\$ 935.66

Sincerely,

Anthony Carvelli
Commissioner of Finance

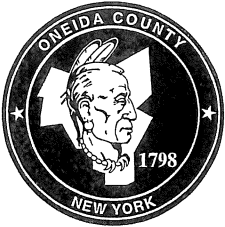
AC:kp
Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 11/12/19



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

November 22, 2019

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

FN 20 19-419

GOVERNMENT OPERATIONS

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 full approval at their mature dated, December 18, 2019.

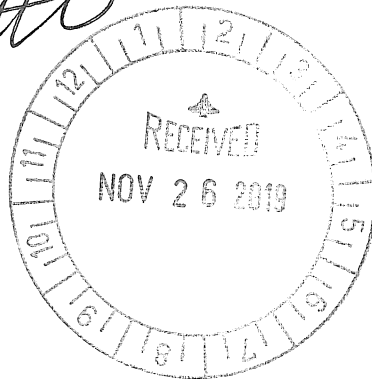
Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/ty

Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 11-25-19

Cc: Mike Billard, Clerk of the Board



ONEIDA COUNTY
DEPARTMENT OF PLANNING

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

REGINA A. VENETOZZI
Interim Commissioner

October 23, 2019

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

FN 20 19 420

PUBLIC WORKS

WAYS & MEANS

Re: Flood Mitigation Committee Projects

Dear County Executive Picente:

The attached Amendment extends the term of the flood mitigation grant agreement with the Town of Floyd, and will be used as a template for the projects listed below.

As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses. Over the last two years, the Flood Mitigation Committee and Board of Legislators reviewed and approved numerous projects to alleviate flooding and strengthen stormwater infrastructure within Oneida County. Due to the scope and complexity of some of the approved projects, there have been delays in construction due to permitting, easements, bidding and weather. The delays require that some contracts be extended in time.

The municipalities listed below have contracts set to expire on December 31, 2019 and will need extensions to December 31, 2020.

Table with 3 columns: Municipality, Project, Cost. Lists various municipalities and their associated flood mitigation projects and costs.

All other provisions in the contracts will remain the same. I am respectfully requesting that the Board of Legislators confirm and approve the recommended extension of the contracts. Should the requests herein meet with your approval, please forward this letter to the Board of Legislators for their consideration and approval.

Sincerely,

Handwritten signature of Regina A. Venetozzi
Regina A. Venetozzi
Interim Commissioner of Planning



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

Handwritten signature of Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 11-22-19

Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Floyd
8299 Old Floyd Road
Rome, NY 13440

Title of Activity or Service: This agreement is between Oneida County, the Oneida County Soil and Water Conservation District, and the Town of Floyd for a culvert rightsizing and stream repair project previously awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: January 1, 2020 – December 31, 2020

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** The award of \$35,000 for a culvert rightsizing and stream restoration project to repair damage from July 1, 2017 storms.
- 2) **Program/Service Objectives and Outcomes:** Flood Mitigation
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$35,000 **Account # H562**

Oneida County Dept. Funding Recommendation: \$35,000

Proposed Funding Sources (Federal \$/ State \$/County \$): Local \$35,000/County \$35,000

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This is a one-year extension to the original agreement, approved by BOL Resolution 2018-292 to allow the additional time needed to complete the proposed work with no additional funds provided.

Contract No. 70096
Amendment No. 1
Effective Date January 1, 2020

Amendment

This Amendment modifies the Flood Mitigation Grant Agreement ("AGREEMENT") entered into the 28th day of September, 2018, between Oneida County ("COUNTY"), the Oneida County Soil and Water District ("DISTRICT") and Town of Floyd ("GRANTEE"), as follows:

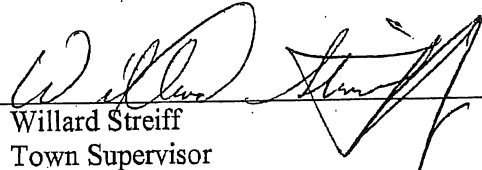
1. **Change in Project:** None
2. **Change in Term:** The term of the AGREEMENT shall be extended from December 31, 2019 to December 31, 2020.
3. **Change in Amount of Grant:** None

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

GRANTEE

Anthony J. Picente, Jr.
Oneida County Executive



Willard Streiff
Town Supervisor

Date _____

Date 11/13/2019

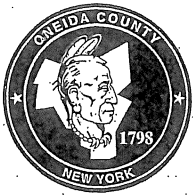
Approved

DISTRICT

Linda Bylica Lark
Assistant County Attorney

Kevin Lewis
Executive Director

Date



ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

November 21, 2019

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

FN 20 19-421

PUBLIC WORKS

WAYS & MEANS

Re: Proposed Oneida County Sewer District Rate Schedule

Dear County Executive Picente:

Article 5-A, Section 266 of the County Law requires that the Oneida County Board of Legislators approve the proposed Oneida County Sewer District Rate Schedule. The proposed rate is \$5.52 per 1000 gallons. The old rate was \$5.02 per 1000 gallons. This represents approximately a 10% increase over last year. A ratepayer who consumes 80,000 gallons of water per year will pay an extra \$10.00 per quarter or \$40.00 per year as a result of the proposed rate.

The rates listed in the schedule were used as a basis for developing revenue projections for the 2020 Sewer District budget. They will be effective January 1st but will not be implemented until April 1st to comply with legislation previously passed by the Board of Legislators.

Pursuant to County Law, a public hearing and comment period must be held. The public hearing will be conducted on Monday, December 9th, 11:00 am at the Oneida County Office Building, 9th Floor, Room 1045. The public comment period will end on Monday, December 16th.

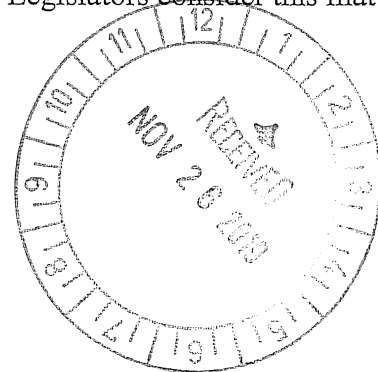
I am available at your convenience to answer any questions you or the Board of Legislators may have regarding the proposed schedule. I am requesting that the Board of Legislators consider this matter during their December 18th, 2019 meeting.

Thank you for your consideration in this matter.

Sincerely,
THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL

Steven P. Devan, P.E.
Commissioner

Attachments: Rate Schedule



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

Anthony J. Picente, Jr.
County Executive

Date 11-26-19



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

DENNIS S. DAVIS
 Commissioner

November 12, 2019

FN 20 19-422

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

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

The attached amendment extends the term of a New York State grant agreement.

New York State awarded Oneida County a Multi-Modal Capital Project grant in the amount of \$250,000.00 for improvements to Union Station. Proposed improvements include shore power extension for Adirondack Scenic Railroad locomotives and coaches, structural concrete repairs, lighting upgrades, and window repairs.

An extension of the project end date is required due to unanticipated complications and delays caused by CSX Transportation. When the enclosed Supplemental Agreement No. 1 is fully executed, the project end date will be extended from December 31, 2019 to December 31, 2021. The term will commence upon final execution by the State of New York. All other terms and conditions remain the same.

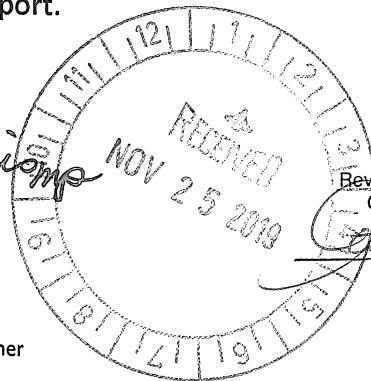
If acceptable, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis

Dennis S. Davis
 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 11-22-19

cc: Mark E. Laramie, PE, Deputy Commissioner

Competing Proposal Only Respondent Sole Source RFP Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	New York State Department of Transpiration Freight & Passenger Rail Bureau 50 Wolf Road Albany, NY 12232
Title of Activity of Service:	Amendment to Multi-Modal Program Capital Project Agreement
Proposed Dates of Operation:	Start on Execution – 12/31/2021
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Amends term of grant agreement for improvements to Union Station including shore power extension for Adirondack Scenic Railroad locomotives and coaches, structural concrete repairs, lighting upgrades, and window repairs. An extension of the project end date is required due to unanticipated complications and delays caused by CSX Transportation.

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

3) Program Design and Staffing: N/A

4)Funding

	Account #:	H-473
	Total Funding Requested:	\$250,000.00
	Oneida County Dept. Funding Recommendation:	\$250,000.00
Proposed Funding Sources	Federal:	\$0.00
	State:	\$250,000.00
	County:	\$0.00
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

**SUPPLEMENTAL AGREEMENT Schedule No. 1 to
 MASTER AGREEMENT (Comptroller's Contract No. D027624)**

This Agreement, effective this ____ day of _____ 20____, is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, NY 12232,

and the Oneida County DPW, 5999 Judd Road, Oriskany, NY 13424
 acting by and through the _____

This agreement supplements or amends the existing Master Agreement between the parties that consists of the agreements titled (*check applicable categories*):

- Multi-Modal Prior SUPPLEMENTAL AGREEMENT Nos. _____ dated _____;
- Multi-Modal Project Agreement (Indicate MM Program #4) dated 3/29/2019.
- OTHER -

in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule or Supplements Master Agreement by Adding Schedules A and/or B, in accordance with the provisions of such Master Agreement for such Supplemental Schedules (*check applicable categories*):

If Amending a Prior Project:	If adding a Project:
<input type="checkbox"/> Amends Schedule A project description;	<input type="checkbox"/> Adds a project description under the same D#
<input type="checkbox"/> Amends Schedule A scheduled funding;	<input type="checkbox"/> Adds project funding under the same D#
<input checked="" type="checkbox"/> Amends Schedule A phase completion date;	<input type="checkbox"/> Sets project completion date for the same D#
<input type="checkbox"/> Amends a previously adopted Schedule B	<input type="checkbox"/> Adds Schedule B under the same D#
<input checked="" type="checkbox"/> Appendix 2-S Iran Divestment Act	<input type="checkbox"/> Appendix 2-S Iran Divestment Act

- (Amending the text of the Master Agreement as described below:
Complete Amendment to Master Agreement Text here (as applicable))

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

MUNICIPALITY: County of Oneida DATE: _____ Title: _____ BY: _____ (have signature notarized below)	NYS DOT: DATE: _____ BY: _____ For Commissioner of Transportation Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
	APPROVED AS TO FORM BY NYS ATTORNEY GENERAL: By: _____ Assistant Attorney General
	NYS COMPTROLLER APPROVAL: DATE: _____ BY: _____ For the New York State Comptroller Pursuant to State Finance Law §112.

STATE OF NEW YORK)

)ss.:

COUNTY OF)

On this _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he is the _____ of the _____, executed such instrument in his capacity pursuant to authority duly vested in him by the _____ and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Supplemental Agreement for D027624

SPONSOR: County of Oneida
PROJECT ID NO. 2MA319.30A

SUPPLEMENTAL MUNICIPAL MULTI-MODAL PROGRAM B SCHEDULE A

This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist

1. Name of Municipal Project Owner: County of Oneida, 5999 Judd Road, Oriskany, New York 13424

2. Project Title: Union Station Improvements

3. MM Project ID#: 2MA319.30A MM #4

4. Maximum MM Project Reimbursement (under this Agreement): \$250,000.00

5. MASTER Municipal MM OSC Contract #: D027624

6. Municipal Contact:
Name/Title: Mark E. Laramie, PE
Organization: Oneida County DPW
Address: 5999 Judd Road
Oriskany, New York 13424

7. Project Location: 321 Main Street
Utica, New York 13501

8. Project Description/Scope: Improvements to Union Station including structural concrete repairs, exterior window replacement, passenger platform lighting upgrades, shore power extension for the Adirondack Scenic Rail Road, and passenger platform improvements,

9. Project Schedule Beginning Date: 1/1/2019

Project Ending Date: 12/31/2021

10. Project Cost Summary:

SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
\$ 250,000.00	\$ 250,000.00	\$0

11. Eligible Project Type: (Please check one)

- Highway Resurfacing Bridge Rehabilitation Construction New Highway Construction New Bridge
 Highway Reconstruction Bridge Replacement Improvement Interchange Const./Reconstruction Intersection
 Aviation (Is this project consistent with an approved Airport Layout Plan)? Yes No

X Other (Please explain): Rail Station Improvements

12. Signature of responsible Local Official: _____ Date:

13. Please print your Name & Title here: Mark E. Laramie, PE Deputy Commissioner

14. Please list your area code & phone number here: 315-793-6236

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.



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

DENNIS S. DAVIS
 Commissioner

September 9, 2019

FN 20 19-423

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

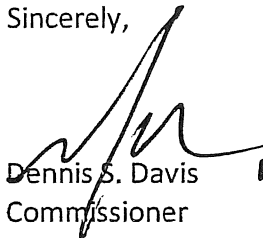
The Utica & Mohawk Valley Chapter of the National Railway Historical Society, Inc. (the Historical Society) currently leases approximately 1,350 square feet office space from Oneida County at Union Station on a mezzanine level. This lease expired and has converted to a month-to-month tenancy.

Enclosed is a lease agreement that will reestablish the Historical Society's tenancy at Union Station on revised terms and conditions. The term would commence on November 1, 2019 and end on October 31, 2024 unless otherwise terminated by either party. In each year of the term the Historical Society would pay rent in the amount of \$1,302.00 per year. In addition to rental payments, the Historical Society coordinates an Adopt-A-Station clean-up program as described in the lease. At the end of the term, the lease provides for a 5% per year rent escalation should the tenant holdover.

Please consider the enclosed lease agreement at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

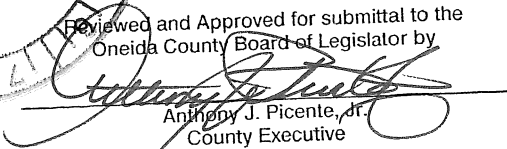
Sincerely,


 Dennis S. Davis *for DSD*
 Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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


 Anthony J. Picente, Jr.
 County Executive

Date 11-13-19

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Utica & Mohawk Valley Chapter of the
National Railway Historical Society, Inc.
321 Main Street
Utica, NY 13501

Title of Activity or Service: Lease

Proposed Dates of Operation: November 1, 2019 – October 31, 2024

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The Utica & Mohawk Valley Chapter of the National Railway Historical Society, Inc. currently leases approximately 1,350 square feet of office space from Oneida County at Union Station on the mezzanine level. In each year of the term the lease, it will pay rent in the amount of \$1,302.00. In addition to rental payments, it will coordinate an Adopt-A-Station clean-up program as described in the lease.

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

3) Program Design and Staffing: N/A

4) Funding Account #: A2411

Total Funding Requested: \$6,510.00

Oneida County Dept. Funding Recommendation: \$6,510.00

Proposed Funding Sources

Federal:

New York State:

County: \$6,510.00 (Revenue)

Other:

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT
FOR
UTICA & MOHAWK VALLEY CHAPTER OF THE NATIONAL RAILWAY HISTORICAL SOCIETY, INC.

This Lease Agreement is made the 1st day of November, 2019 between the **County of Oneida** (hereinafter called "Lessor") a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, and the **Utica & Mohawk Valley Chapter of the National Railway Historical Society, Inc.** (hereinafter called "Lessee") a domestic not-for-profit corporation existing under the laws of the United States of America, with its primary offices located at 321 Main Street, Utica, NY 13501 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of Lessee to be kept and performed at the following premises:

Approximately one-thousand three-hundred fifty (1,350) square feet of space on the northeast mezzanine level in the premises owned by Lessor, further described in **Exhibit A** attached hereto, and located at 321 Main Street, Utica, NY 13501 (hereinafter the "Demised Premises").

1. **TERM/RENT AND ADJUSTMENTS**

- a. Lessee shall hold the Demised Premises for a term of **Five (5) years** commencing on **November 1, 2019** and ending **October 31, 2024** unless sooner terminated as hereinafter provided.
- b. Annual rent shall be **One-Thousand Three-Hundred Two dollars and Zero cents (\$1,302.00)**. Rent payment is in addition to the maintenance responsibilities stated in Paragraph 30 of this Lease Agreement, entitled Additional Consideration.
- c. Such rents shall be payable to Lessor in monthly payments of **One Hundred Eight Dollars and Fifty Cents (\$108.50)** the first of which is due November 1, 2019 with the remaining payments due on the first day of each subsequent month thereafter.
- d. In the event that Lessee gains the status of holdover tenant pursuant to New York State Real Property Law, it shall be on a month-to-month basis and upon the terms and conditions contained herein, except Lessor or Lessee may terminate the tenancy upon written notice of thirty (30) days to the other Party. As a holdover tenant, Lessee shall owe rent at an amount equal to the rate of rent paid in the prior year, plus five percent (5%) of the same rate.

2. **ASSIGNMENT**

- a. Lessee shall not assign this Lease Agreement, or sublet the Demised Premises or any part thereof, or make any alterations therein, or any additions thereto without the express written consent of Lessor. All additions, permanent fixtures or improvements including lighting and moldings, which may be made by Lessee, except movable office furniture or other easily removable fixtures, shall become the property of Lessor and remain upon the Demised Premises as a part thereof and be surrendered with the Demised Premises at the termination of this Lease Agreement.

3. OPERATIONS

- a. Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office and its facility for furthering its purposes as set forth in law. The public will be encouraged to use the facility. Lessee will at all times have an employee or other designated individuals present for all activities sponsored by Lessee.
- b. No other unrelated activities shall be permitted without the prior written consent of Lessor.
- c. Lessee shall be responsible for securing and maintaining all required operating permits, licenses and certificates. Copies of all permits, licenses and certificates and copies of any renewals thereto shall be provided to Lessor within thirty (30) days of Lessor's written request.

4. MAINTENANCE

- a. Lessee shall be responsible for providing all janitorial cleaning services and maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. Lessor agrees to dispose of all solid waste and all recyclable waste.

5. SECURITY

- a. Lessee shall be responsible for securing said premises. Lessor may provide additional security measures at their discretion. Lessor shall not be responsible for any losses resulting from theft or vandalism on said premises.

6. COMMON AREAS

- a. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, public restrooms, the lobby, hallways, elevators, stairways and surrounding grounds of the premises located at 321 Main Street, Utica, NY 13501.
- b. Lessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the Demised Premises.

7. JOINT USE

- a. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the common areas, which right shall be superior to, and supersede, Lessee's use thereof in the event of any conflicting uses.

8. LESSOR'S FACILITIES

- a. Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and review any pipe, conduit or tunnel and any electric communication or signal transmission lines, together with poles and guys therefore, and any other facilities of like

character, as may now exist or may hereafter be placed upon, within, under or over the Demised Premises it being agreed that this Lease Agreement is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the Demised Premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance activities or the operations of Lessor regarding any structures or facilities appurtenant.

9. UTILITIES/SERVICES

- a. Lessor agrees to furnish Lessee with heat, electricity, water, and sewer service. Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers.
- b. Lessee shall not utilize electricity supplied to the Demised Premises for electrical space heaters or air conditioning units or any additional electrical connections without the prior written consent of Lessor.
- c. Lessor shall not be responsible for any loss of income or suspension of Lessee's service due to a delay or loss of heat, electricity, water or sewer service to the Demised Premises.

10. TELEPHONE AND DATA SERVICE

- a. Lessee shall have the right to have telephone and data service installed at Lessee's own expense. Lessee, upon termination of this Lease Agreement, shall have the right to remove from the Demised Premises any telephones or equipment which are Lessee's property. Establishment of telephone and data service must first be approved by Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.

11. MACHINERY AND EQUIPMENT

- a. Lessee is hereby authorized to install all machinery and equipment for its operation on/at such Demised Premises; such machinery and equipment installed by Lessee shall at all times remain the property of Lessee, notwithstanding the terms of Section 2, ASSIGNMENT, and at no time will such items be considered a fixture or appurtenance of Lessor's property. At the termination of this Lease Agreement or any renewal period thereof, Lessee agrees to remove all items installed, and Lessor agrees that Lessee is so entitled. Lessee shall be responsible for any and all damages caused by the removal of any items so removed. If such removal is not completed by Lessee within a reasonable period of time, then Lessor shall have the authority to so remove, charging the expense of such removal, including costs of repairs for any damages appurtenant thereto, as well as reasonable storage fee, to Lessee. Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following one hundred and twenty (120) days after such removal by Lessor, Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus, if any, to Lessee, providing Lessor must give Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be removed, Lessee shall repair any damage caused by such removal.

12. ACCEPTANCE OF PREMISES/DUTY TO REPAIR

- a. Lessee hereby accepts the Demised Premises in the condition they are in at the beginning of this Lease Agreement, and agrees to maintain the said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this Lease Agreement, and excepting such change in condition, order and repair as may be incident to the rehabilitation of the property, and to make reparations to Lessor immediately upon demand, any damage to water apparatus, or electrical lights or any fixtures, appliances or appurtenances of said premises, or damages to the structure of the building caused by any act of neglect of Lessee, or of any person or persons in the employ of Lessee or persons acting on the authority or at the direction of Lessee.

13. RENOVATIONS

- a. It is agreed between the Parties that if the premises leased under this Lease Agreement are renovated to suit Lessee's needs, the cost of such renovations will be borne fully by Lessee. Such renovations may only be made by Lessee with Lessor's written consent, such approval shall not be unreasonably delayed, withheld or conditioned, and may be subject to approval by the New York State Department of State. If, during such renovations, existing hazardous materials (i.e. asbestos or lead) are discovered, then abatement of such condition shall be made at Lessee's expense in accordance with any applicable statutes, laws, ordinances, and permits.

14. SIGN AND SUPPORT INFORMATION

- a. Lessee shall secure written approval from Lessor prior to posting or installing permanent signage, notices, or any other item on or in the facility.

15. ACCESS BY HANDICAPPED

- a. Lessee understands and agrees that the Demised Premises is not handicapped accessible and will not be made handicapped accessible. If laws or regulations are drafted or modified such that handicapped accessibility becomes mandatory, then this Lease Agreement will terminate immediately upon the effective date of said laws or regulations or modifications thereto.

16. ACCESS TO PREMISES BY LESSOR

- a. Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the premises or any part thereof, at all reasonable hours for the purpose of examining the same or making emergency repairs or alteration as may be necessary for the safety and preservation thereof. Further, Lessee agrees that Lessor, its agents and/or employees shall have the right to enter into or upon the premises or any part thereof as necessary in order to effectuate any rehabilitation of the premises, to the extent that such right does not interfere with Lessee's use and enjoyment of the premises.

17. DAMAGES TO LESSEE'S PROPERTY

- a. All personal property placed or moved into the Demised Premises shall be at the risk of Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to Lessee's employees arising from any cause or from any act of negligence, wrongdoing, malfeasance, or any act or failure to act of any co-tenant or occupants of the building or of any other person whosoever, as well as from any act of theft, vandalism, malicious mischief or similar occurrence.

18. DAMAGE TO LESSOR'S PROPERTY

- a. Lessee shall be responsible for all damages to the Demised Premises caused by the negligence, wrongdoing, malfeasance or any act or failure to act on the part of Lessee or any of its agents or employees in the normal operation of the premises subject to this Lease Agreement; and shall further be responsible for all damage caused to the said premises through the negligence, wrongdoing, malfeasance or any act or failure to act on the part of Lessee or any of its agents, employees, or invitees; and shall be further responsible for all damages caused to the Demised Premises by the malfunctioning of any equipment or other property used by or in the possession of Lessee and due to Lessee's negligence and not the property of or in the care and custody of Lessor. Lessee shall report to Lessor any damages to said premises no later than ten (10) working days following the day upon which such damage was discovered.

19. RIGHT TO REPAIR

- a. Lessee reserves the right and agrees to repair the Demised Premises within a reasonable period of time through the use of its employees or to hire any party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of Lessor unless (i.) the total cost for each repair is less than Five Hundred Dollars (\$500.00), and (ii.) it is impractical to immediately secure such approval, and (iii.) additional damages would result if not immediately repaired. Any damages that result from the unreasonable delay of Lessor to give said approval for repairs shall be reimbursed to Lessee by Lessor.

20. DESTRUCTION OF PREMISES

- a. In the event the Demised Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Lease Agreement, whereby said premises shall be rendered non-tenantable, then Lessor shall have the right to render said premises tenantable by repairs to be completed within ninety (90) days therefrom.
- b. If said premises are not rendered tenantable within said time, it shall be optional with either Party hereto to cancel this Lease Agreement. The cancellation herein mentioned shall be submitted in writing by either Party hereto to the other at least fifteen (15) days from the actual cancellation date. If the property is rendered non-tenantable by fire or other disaster or casualty during the term of this Lease Agreement or any subsequent renewal thereof, then Lessee's obligation to pay rent hereunder shall be suspended as of the date that the premises became non-tenantable. The determination of what is tenantable or non-tenantable shall be made by the fire or building code inspector of the State of New York.

21. INSURANCE

- a. Lessee agrees that it will, at its own expense, at all times during the term of this Lease Agreement and any extension, renewal, or holdover thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the leased premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. Lessee agrees to have Lessor added to said insurance policies as a named additional insured, as its interest may appear, and to provide Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show Lessor as an additional insured and to provide that such coverage shall not be terminated without written prior notice to Lessor of at least thirty (30) days.
- b. In the event that the activities and operations of Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then Lessor shall have the right to request from Lessee an increase in the type and amount of liability coverage on its insurance policy.

22. LIABILITY OF LESSOR/INDEMNIFICATION OF LESSOR

- a. Lessee agrees that it shall defend, indemnify and hold harmless Lessor from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the operations of Lessee and its agents, servants, volunteers, invitees or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default, negligence or malfeasance by Lessee and/or its agents, servants, invitees or employees, or failure on the part of Lessee and its agents, servants, volunteers, invitees or employees to comply with any of the covenants, terms or conditions of this Lease Agreement.

23. DEFAULT OF LESSEE

- a. In the event that Lessee defaults in the performance of any of the material covenants herein, after reasonable notice from Lessor and opportunity to cure such default, it is mutually understood and agreed that Lessor may terminate this Lease Agreement and sue for non-payment of rent and re-enter said premises without resort to judicial process, or resort to any legal remedy available to Lessor.

24. NOTICES

- a. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail.
- b. Notices to Lessor shall be addressed to Deputy Commissioner, Division of Buildings & Grounds, Department of Public Works, 6000 Airport Road, Oriskany, NY 13424.
- c. Notices to Lessee shall be addressed to: Utica & Mohawk Valley Chapter of the National Railway Historical Society, Inc., 321 Main Street, Utica, NY 13501.

25. WAIVER

- a. No waiver of any breach or breaches of any provision or condition of this Lease Agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of this Lease Agreement or breach of same.

26. AMENDMENTS AND MODIFICATIONS

- a. This Lease Agreement may be modified or amended only in writing, duly authorized and executed by Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the Parties.

27. SEVERABILITY

- a. If any part of this Lease Agreement is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease Agreement shall remain in full force and effect.

28. CAPTIONS

- a. The captions of the various paragraphs of this Lease Agreement are for convenience and reference purposes only. They are of no other effect.

29. RENEWAL

- a. This Lease Agreement may only be renewed with the approval of the Oneida County Board of Legislators, for one or more terms that shall not exceed five years each.

30. ADDITIONAL CONSIDERATION

- a. Lessee agrees to perform maintenance by coordinating the Adopt-A-Station clean-up program that shall consist of the following work items.
 - i. Spring clean-up in late April, around the north side of the premises, between the building and the tracks. Lessor shall provide pick-up and removal of bagged garbage.
 - ii. From the time of the Spring Clean-Up until the end of October on the north and west sides of the premises, between the building and the tracks from the north Genesee Street bridge on the west to the end of the Railway Express Agency wing on the east, with special attention to the park and parking areas:
 - 1. Remove litter.
 - 2. Remove weeds in and around planting beds, tree grates and brick paving, when practicable.
 - 3. Water plants and trees during extremely dry weather. Lessor shall provide access to a hose bib or other source of domestic potable water.

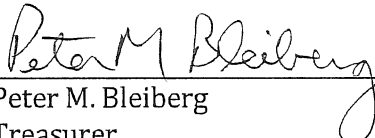
4. Maintain the areas around Lessee's displays including Steam Locomotive 6721, Caboose, Adirondack Locomotive and Dining Car in a clean and presentable condition.
- iii. Lessor will attempt to maintain exterior garbage cans in locations where littering is likely to occur to reduce the amount discarded upon the grounds.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

County of Oneida:

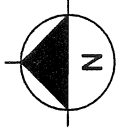
Utica & Mohawk Valley Chapter of the
National Railway Historical Society, Inc.:

Anthony J. Picente, Jr.
Oneida County Executive


Peter M. Bleiberg
Treasurer

Approved:

Linda Bylica Lark
Assistant County Attorney



AREA LEASED TO THE
UTICA & MOHAWK VALLEY
CHAPTER OF THE NATIONAL
RAILWAY HISTORICAL SOCIETY



Exhibit A

UNION STATION
321 MAIN STREET
UTTICA, NEW YORK 13501

NORTHEAST CORNER MEZZANINE LEVEL FLOOR PLAN

N.T.S.

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
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Dawn Catera Lupi
First Assistant

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

October 23, 2019

FN 20 19-424

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

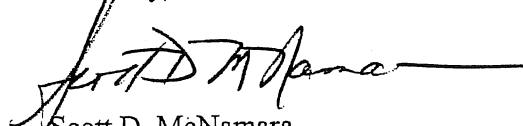
Enclosed is an Agreement between Oneida County and The John F. Finn Institute for Public Safety, Inc. The Finn Institute, an independent contractor, will operate as a planning group and will work together with our office to implement and coordinate strategies with the goal of reducing crime throughout Oneida County. The Institute will provide a researcher that is needed to assist the D.A.'s Office with crime intelligence analysis. This position is fully funded through the GIVE grant award to the D.A.'s Office from the New York State Division of Criminal Justice Services.

If this meets with your approval, I am requesting that you forward this contract to the Board of Legislators for their action at your earliest convenience.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

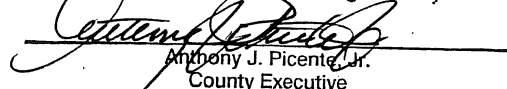
Sincerely,



Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.

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



Anthony J. Picente, Jr.
County Executive

Date 11-25-19

JOHN F. FINN INSTITUTE FOR PUBLIC SAFETY CRIME ANALYST AGREEMENT

THIS AGREEMENT ("Agreement"), made by and between THE JOHN F. FINN INSTITUTE FOR PUBLIC SAFETY, INC., a not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 421 New Karner Road, Albany, New York 12205 (hereinafter referred to as the "Institute"), and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), by and through the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE, having its principal office located at 235 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the "DA"), and acting on behalf of the ONEIDA COUNTY GIVE TASK FORCE (hereinafter referred to as the "Task Force") (each individually referred to as a "Party," and collectively, all shall be referred to as the "Parties").

WHEREAS, the Task Force is supported by a grant from the New York State Division of Criminal Justice Services for Gun Involved Violence Elimination ("GIVE"); and

WHEREAS, the Task Force has agreed that it will operate as a planning group and will work with the Parties to implement and coordinate strategies with the goal to reduce gun violence throughout the County; and

WHEREAS, analysts are needed to assist the DA and the Task Force with crime intelligence analysis in support of GIVE initiatives; and

WHEREAS, the Institute is capable of providing the analysts necessary to perform the crime intelligence analysis; and

WHEREAS, the DA has accepted the Institute's plan to provide the crime intelligence analysis to fulfill these needs; and

WHEREAS, the DA desires to enter into this Agreement with the Institute to more completely describe the Institute's duties to be provided to supplement the Task Force.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the Parties agree as follows:

1. Services: The Institute shall provide a full-time crime analyst to work on-site at the Utica Police Department and support law enforcement in their efforts to track and reduce violence crime. The analyst's duties shall be as defined in Exhibit A titled "GIVE Crime Analysis – Oneida County" which is attached hereto and made a part of this

Agreement (such duties as specified in Exhibit A hereinafter shall be referred to as the "Services").

2. Consideration: In consideration of the Services, the County will pay the Institute a sum of ninety-one thousand, four hundred and fifty-one dollars, (\$91,451.00), half of which, \$45,725.50, shall be due and payable upon execution of this Agreement, and the remaining half, \$45,725.50, shall be due and payable in January, 2020. Upon receipt of proper invoice for the second half of the payment in January, 2020, the County will pay the Institute within thirty (30) business days.
3. Term: The term of this Agreement is for one (1) year, and will become effective on July 1, 2019 and shall end June 30, 2020, subject to and in accordance with the terms of Exhibit A.
4. Amendments: This Agreement may be amended upon mutual written consent of the Parties.
5. Publication: The Institute may have the right to publish the results of any research conducted under this Agreement, subject to the following conditions:
 - a. Such publications shall not be published until after the Services contemplated by this Agreement have been fully provided; and
 - b. Such publications shall not specifically or implicitly identify the municipalities or agencies in which the research was conducted.
6. Confidentiality:
 - a. The Institute agrees that it will keep strictly confidential all records and information provided to it whether provided directly or indirectly, orally, in writing, or by other means, and will only provide access to such records to those of its employees whose responsibilities cannot be accomplished without such access, and as may otherwise be required by law.
 - b. The Institute will advise these employees as to the confidential nature of these records and information, and the obligation not to release to anyone else, nor to discuss with anyone else, the contents of such records or such information, except as otherwise required by law. All such employees shall sign and acknowledge their understanding and acceptance of the confidentiality requirements contained in this paragraph.

- c. When in use, diligent steps shall be taken to minimize the risk of access to such records and information by unauthorized persons. Diligent steps shall include, but are not limited to, keeping such records and information under the personal observation and control of authorized individuals, or in a secure container.
 - d. When not in use, such records and information shall be maintained in a secure container, such as a locked drawer or file cabinet. Any record will be reproduced only to the minimum extent necessary, and the confidentiality of any such reproduced record will be protected in the same manner and to the same extent as the original.
7. Notices: Any notice to either Party hereunder must be in writing, signed by the Party giving it, and shall be served either personally or by registered mail addressed as follows:

TO THE INSTITUTE:

Robert E. Worden
Director
The John F. Finn Institute for Public Safety, Inc.
421 New Karner Road, Suite 12
Albany, New York 12203

TO THE DA:

Scott McNamara
Oneida County District Attorney
235 Elizabeth Street
Utica, New York 13501

WITH A COPY TO:

Oneida County- Law Department
800 Park Ave.
Utica, New York 13501

The Parties hereto may substitute or amend such addresses as needed, designated by notice. All notices become effective only when received by the addressee.

8. Assignment: The Institute may not assign its obligations under this Agreement, nor any part of its interest in this Agreement, without the written consent of the County and the DA. Any assignment made without said consent shall be null and void.

9. Performance of Services:

- a. The Institute represents that it is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. The Institute shall use its best efforts to perform the Services such that the results are satisfactory to the County. The Institute shall be solely responsible for determining the location, method, details, and means of performing the Services, except where Federal, State, or Local Laws and Regulations impose specific requirements on performance of the same.
- b. The Institute may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Institute deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Institute shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State, or Local Laws and Regulations. The Institute shall expressly advise the Assistants of the terms of this Agreement.
- c. The Institute acknowledges and agrees that the Institute 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.

10. Independent Contractor:

- a. It is expressly agreed that the relationship of the Institute to the County shall be that of an independent contractor. The Institute's employees and 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 Institute, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that neither it, nor any of its employees or Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- b. The Institute 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. The Institute and the County agree that the Institute is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.
- c. The Institute's employees and Assistants shall not be eligible for compensation due to absence for a) illness; b) normal vacation; or c) attendance at school or special training or a professional convention or meeting.
- d. The Institute acknowledges and agrees that none of the Institute's employees or Assistants shall be eligible for any County employee benefits, including retirement membership credits.
- e. The Institute shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Institute or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Institute's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance, or social security insurance (FICA). The Institute shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Institute shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Institute's Independent Contractor status, it is agreed that both the County and the Institute shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Institute 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. Indemnification: To the fullest extent permitted by applicable law, the Institute (the “Indemnifying Party”) shall indemnify and hold harmless, and at the County’s option, defend, Oneida County, the DA, and/or their officers, directors, members, agents, employees, contractors and other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys’ fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the Institute’s Authorized Personnel) arising out of or in connection with the exercise by the Institute or any of the Institute’s Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

12. Insurance: The Institute 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. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

b. Workers’ Compensation and Employers Liability

- i. Statutory limits apply.

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 additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

d. Commercial Umbrella

- ii. Umbrella limits must be at least \$1,000,000.
- iii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iv. 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.

- e. Waiver of Subrogation: The Institute waives all rights against the County and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

- f. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor'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.

13. Expenses: The Institute 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.

14. Training: Neither the Institute, nor its Assistants, shall be required to attend or undergo any training by the County. The Institute shall be fully responsible for all 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.
15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
16. Advice of Counsel: Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
17. 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 cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (GIVE Crime Analysis – Oneida County) and Exhibit B (Standard Oneida County Conditions), which are hereby incorporated into this Agreement by reference. No wavier, alterations, or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date indicated below.

The John F. Finn Institute for Public Safety, Inc.

By Robert E. Worden
Robert E. Worden
Director

Date 11/18/19

Oneida County

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

Date _____

Oneida County District Attorney's Office

By Scott D. McNamara
Scott D. McNamara, Esq.
Oneida County District Attorney

Date 11/8/2019

Approved

Alison Stanulevich, Esq.
Assistant County Attorney

Exhibit A
GIVE Crime Analysis – Oneida County

Duties of the Institute:

GIVE – Crime Analyst

A full-time crime analyst employed by the John F. Finn Institute with NYS Crime Analyst certification shall work independently on-site at the Utica Police Department, and support law enforcement in their efforts to track and reduce Part 1 violent crime. The analyst will work with the Task Force and perform the following duties:

- Responsible for collecting and validating gun-involved information to discover trends in order to present the information to command staff.
- Identifying, organizing and completing projects that enhance overall Oneida Crime Analysis Center operations, efficiencies and services.
- Coordinating and addressing routine information technology-related service issues and working with support vendors to derive solutions and operational improvements to the Oneida Crime Analysis Center.
- Reviewing crime analysts and Oneida Crime Analysis Center operations to identify processes where efficiency can be improved.
- May be responsible for supervising, directing, assigning tasks and evaluating performance of crime analysts who may be assigned to report to the Lead Analyst where applicable.
- Responsible for assisting and coordinating analysts in development of crime analysis products, bulletins, and pattern analysis.
- Independently performing a variety of research and analytical tasks.
- Collecting, compiling, validating, interpreting and analyzing data and trends using standard practices and techniques of crime and/or law enforcement intelligence analysis.
- Performing statistical, spatial, and/or qualitative analyses, making use of standard software packages.
- Preparing and delivering reports and presentations of analytic results and may be subpoenaed to testify in court proceedings.
- Conducting routine audits to ensure accuracy and confidentiality.

EXHIBIT B - 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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

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

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

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

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

ONEIDA COUNTY
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
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Dawn Catera Lupi
First Assistant

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

November 6, 2019

FN 20

19-425
PUBLIC SAFETY

WAYS & MEANS

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

Dear Mr. Picente:

Enclosed is the proposed annual installment for the Aid to Prosecution grant award which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$67,900.00. Grant funds will be used to support the District Attorney Office's work in prosecuting violent and non-violent felonies. This grant will be used to support one Assistant District Attorney staff position dedicated to the prosecution of these felonies.

The master grant term began October 1, 2017 and concludes September 30, 2020. The award for this period begins October 1, 2019 and goes through September 30, 2020. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,




Scott D. McNamara
Oneida County District Attorney



SDM/kn
Enc.

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



Anthony J. Picente, Jr.
County Executive

Date 11-22-19

Oneida Co. Department: District Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Aid to Prosecution Grant

Proposed Dates of Operation: 10/01/2019 – 9/30/2020

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services:

Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize use of the plea-bargaining option and to impose the maximum sentence for such defendants.

2) Program/Service Objectives and Outcomes: To maintain experienced prosecutors and to reduce crime through investigations and targeting of violent and non-violent felony crimes.

3) Program Design and Staffing: Funds will support one Assistant District Attorney staff position dedicated to the above program for the term of this grant.

Total Funding Requested: \$67,900.00

Account #A1165.101

Oneida County Dept. Funding Recommendation: \$67,900.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C445042 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Aid to Prosecution <u>DCJS NUMBERS:</u> APB9445042 AP20445042 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2017 TO 09/30/2020 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$203,700.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 2 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> APPENDIX M</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Project No.

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

AGREEMENT

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Project No.**

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance 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.
5. **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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of

the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State 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: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy 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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **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 Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

Award Contract

Project No.

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures. The Grantee agrees to properly account for and will submit for payment according to the agreed titles and budget amounts unless otherwise approved by DCJS.
6. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

- a. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

- b. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

- i. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
- ii. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
- iii. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:
<https://www.whitehouse.gov/omb/circulars/>

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

7. Budget amendments are governed as follows:

- a. Requests for modifications must be made in writing by an authorized representative of the Grantee. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the

State Comptroller (OSC) when:

- i. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of five million dollars or less; or
- ii. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than five percent for contracts in excess of five million dollars.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

b. For proposed modifications to the contract less than the DCJS/OSC approval thresholds as set forth in 7 a, the following shall apply:

- i. For contracts equal to \$100,000 or less, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.
- ii. For contracts over \$100,000, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget reallocations involving amounts above the thresholds established in paragraph b (above), a grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next payment will be approved.

c. Any other budget changes not covered in paragraphs a or b (above), such as reallocations within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff, must be requested and approved via email by a DCJS Criminal Justice Program Representative. Such approval shall be retained by the Grantee.

8. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

9. Grant-supported travel is governed as follows:

a. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller (OSC). Travel shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Grantee or the OSC travel guidelines.

b. Prior approval and written authorization from DCJS is required for out-of-state travel. Such approval shall be retained by the Grantee and submitted upon request.

10. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the written agreement must be submitted to DCJS as an attachment in the DCJS Grants Management System by the due date of the second quarterly progress report. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

a. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

b. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

i. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

ii. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

iii. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

iv. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

c. A Grantee who proposes to obtain consultant services from a vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. DCJS's approval shall be retained by the Grantee and submitted upon request.

d. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment, and schedule shall be retained by the Grantee and submitted upon request.

11. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

a. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

b. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

c. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

vi. A Grantee who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification

for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Grantee and submitted upon request.

12. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

13. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

14. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

15. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

16. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

17. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

18. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

19. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

20. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

a. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter Report Due January 1 - March 31 April 30 April 1 - June 30 July 31 July 1 - September 30
October 31 October 1 - December 31 January 31

b. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

c. Grantees must be current on all program progress reports. Failure to submit program progress reports may result in placement of a stop payment and withholding of funds.

21. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

22. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' approval shall be retained by the Grantee and submitted upon request.

23. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

24. Federal Funds

a. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

b. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements with State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:<https://www.whitehouse.gov/omb/circulars/>.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

25. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without prior approval from the Executive Deputy Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

a. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

b. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

c. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of

records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility) The Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 04/16/2018

Certified by - on

Award Contract

Project No.
AP19-1035-R02

Grantee Name
Oneida County

10/29/2019

APPENDIX B - Budget Summary by Participant

Oneida County
Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$33,950.00	\$33,950.00	\$33,950.00	\$0.00
Justification: 6 Months: (10/1/19 - 3/31/20) Assistant District Attorney to investigate and prosecute Aid To Prosecution cases. Approx. 85% FTE, annual salary approx. \$79,763, working a minimum of approximately 35 hours per week. Assistant District Attorney duties include Grand Jury, motions, hearings, trials, investigations into computer crimes, burglaries, crimes against children, and general felony cases, which include both violent and non-violent felony cases.						
Total				\$33,950.00	\$33,950.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$33,950.00	\$33,950.00	\$0.00

- Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$33,950.00	\$33,950.00	\$33,950.00	\$0.00
Justification: 6 Months: (4/1/20 - 9/30/20) Assistant District Attorney to investigate and prosecute Aid To Prosecution cases. Approx. 85% FTE, annual salary approx. \$79,763, working a minimum of approximately 35 hours per week. Assistant District Attorney duties include Grand Jury, motions, hearings, trials, investigations into computer crimes, burglaries, crimes against children, and general felony cases, which include both violent and non-violent felony cases.						
Total				\$33,950.00	\$33,950.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$33,950.00	\$33,950.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$67,900.00	\$67,900.00	\$0.00

Award Contract**Project No.**

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

Certified by - on

Award Contract**Project No.**

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

APPENDIX D - Work Plan**Goal**

Enhance investigations and vertical prosecutions through increased efficiency of the Prosecutor's office resulting in decreased violent crime and safer communities.

Objective #1

To maintain experienced prosecutors utilizing funds as outlined in Appendix B, and limit their caseloads to maintain a policy of vertical prosecution.

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment to the Aid to Prosecution Program, and designate experienced prosecutors to handle these cases.

Performance Measure

- 1 Names and years of experience of personnel funded under the Aid to Prosecution program, update quarterly if any changes.
- 2 Approximate percentage of time personnel are dedicated to ATP cases.
- 3 Number of Indictments including SCIs (Superior Court Information).
- 4 Number of Indictments/SCIs designated as ATP cases.
- 5 Number of ATP dispositions.
- 6 Number of ATP sentences.
- 7 Percentage of cases where vertical prosecution is used.

Objective #2

To reduce crime through investigations and enhanced vertical prosecution by targeting violent and non-violent felony crimes.

Task #1 for Objective #2

Target repeat and serious felony offenders in the following order of priority: 1. Repeat offenders, as defined by Penal Law Article 70, and charged with a violent felony classification of robbery, rape, burglary, homicide or aggravated assault. 2. Violent felony offenders including but not limited to defendants charged with the following violent felony offenses: murder, murder or assault of a police/peace officer, manslaughter, assault, kidnapping, rape, arson, sodomy, sexual abuse, robbery, burglary, criminal possession of a weapon and criminal sale or use of a firearm. 3. Repeat offenders charged with a non-violent felony offense. 4. All other felony offenders including but not limited to defendants charged with the following offenses: narcotics offenses, burglary, forgery, grand larceny, criminal possession of stolen property, robbery, assault, sex offenses, and offenses involving firearms.

Performance Measure

- 1 Average case processing time for cases closed this period (Superior Court Arraignment to Final disposition).
- 2 Submit data regarding the number of diversions as alternatives to incarceration.
- 3 The percentage of cases sentenced to incarceration (state and local).

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 What percent of your established Minority and Women Business Enterprise goal have you met to date?

Award Contract**Project No.**

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not implemented within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended, or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/docutments/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/uct_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR

reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA). All District Attorney Offices receiving Aid to Prosecution funding will be required to provide quarterly updates on the current status of the DNA hits in their jurisdiction.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Grantee agrees that if the project is not implemented within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended, or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/docutments/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/uct_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA). All District Attorney Offices receiving Aid to Prosecution funding will be required to provide quarterly updates on the current status of the DNA hits in their jurisdiction.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be

submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Award Contract**Project No.**

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS:
REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.

3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop

one.

4. The Contractors EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization

Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. If the DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract. .

VER 1/2018

Certified by - on

Award Contract**Project No.**

AP19-1035-R02

Grantee Name

Oneida County

10/29/2019

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

Certified by - on

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

FN 20 19-426

November 19, 2019

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

PUBLIC SAFETY

WAYS & MEANS

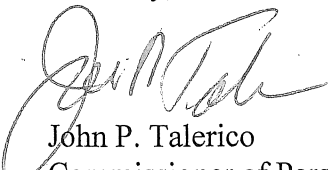
Dear County Executive Picente:

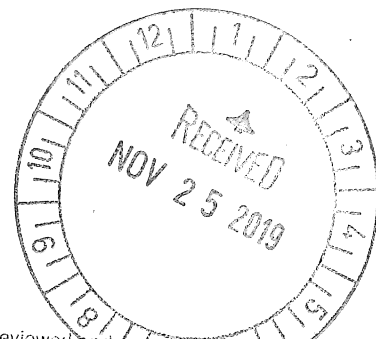
Attached for your review and approval is correspondence from Oneida County District Attorney, Scott D. McNamara, requesting the creation of one (1) new full-time grant-funded Senior Confidential Investigator position effective January 1, 2020 (grade 32W, step 2 at \$48,496).

As stated in Mr. McNamara's letter, the salary for this position would be covered in full for a period of one (1) year by the Crimes Against Revenue grant awarded to the District Attorney's Office from the New York State Division of Criminal Justice Services. The grant would begin January 1, 2020 and end December 31, 2020. No new/additional county funds would be required during this period to fund these positions.

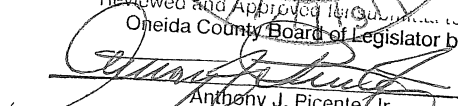
If you concur with his request, please forward this letter to the Board of Legislators and ask that they create one (1) full-time grant-funded Senior Confidential Investigator position effective January 1, 2020 (grade 32W, step 2 at \$48,496).

Sincerely,


John P. Talerico
Commissioner of Personnel



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

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

Anthony J. Picente, Jr.
County Executive
Date 11-22-19



**ONEIDA COUNTY
DEPARTMENT OF PROBATION**
Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

PATRICK CADY
DIRECTOR

November 6, 2019

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

FN 20 19-427

PUBLIC SAFETY

Re: Family Engagement Specialist

WAYS & MEANS

Dear Mr. Picente:

Enclosed you will find an agreement with Integrated Community Alternatives Network, Inc. which provides a Family Engagement Specialist to assist the Probation Department. This position will be for 3 mornings each week to support the Family Engagement Specialist Program. The total cost of this three-year term (1/1/2020-12/31/2022) agreement is \$57,072.27. The agreement also provides for two (2) additional one (1) year extension periods upon written agreement of the parties.

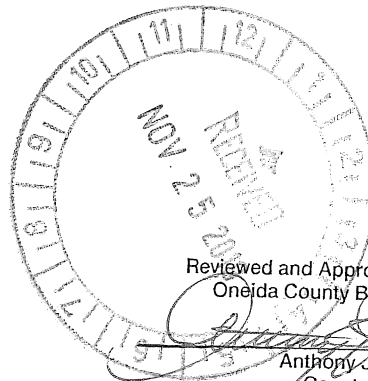
The Probation Department began the Family Engagement Specialist Program in 2017. It combines advocacy, monitoring, and family support for youth who have been adjudicated Juvenile Delinquents, as well as youth who have been determined to be a Person In Need of Supervision (PINS). We have noticed improved outcomes and reduced residential placements with this high-risk population since implementing this Program.

Please review the enclosed documents and if it meets with your approval, please forward to the Board of Legislators for their consideration. I am available for discussion if you have any questions, and as always, your continuing support for our programming is appreciated.

Very truly yours,

PATRICK CADY
PROBATION DIRECTOR

PC:kas
Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 11-22-19

Oneida Co. Department: Probation

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

**Oneida County Board of Legislators
Contract Summary**

Name & Address of Vendor: Integrated Community Alternatives Network, Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Service: Family Engagement Specialist

Proposed Dates of Operation: January 1, 2020 – December 31, 2022

Client Population/Number to be Served: 112 individuals

Summary Statements:

- 1) **Narrative Description of Proposed Services:** A Family Engagement Specialist will provide advocacy and encourage active family support for youth who have been adjudicated Juvenile Delinquents and youth who have been determined to be a Person In Need of Supervision (PINS). This specialist will assist the Probation Department in encouraging and facilitating positive participation in the Juvenile Justice System by the youth and their families.
- 2) **Program/Service Objectives and Outcomes:** To meet with the approximately 112 youth issued Juvenile Delinquency Appearance Tickets.
- 3) **Program Design and Staffing:** This Family Engagement Specialist will be stationed in our Probation office (3) mornings per week (for a total of 10.5 hours per week) and spend some additional time as needed in Family Court or in the homes, totaling an additional 52 hours throughout the year.

Total Funding Requested: \$57,072.27

Account #: 3140.4951

Oneida County Department Funding Recommendation: \$57,072.27

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

Cost Per Client Served: \$169.85 per year

Past Performance Data: After having implemented this program in 2017, the Probation Department has seen improved outcomes and reduced residential placements for JD's.

O.C. Department Staff Comments: This contract is being awarded in connection with RFP #2019-276 and will include two additional one-year extension periods at the County's option. Lack of family engagement has been identified as a barrier to positive outcomes for our Juvenile Delinquents entering the Juvenile Justice System, and we hope this Family Engagement Specialist will continue to improve family involvement in the court system.

FAMILY ENGAGEMENT SPECIALIST AGREEMENT

This Agreement (the "Agreement") is made by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501 (the "County"), by and through its Probation Department, with offices at 321 Main Street, Second Floor, Utica, New York 13501 (the "Probation Department"), and the Integrated Community Alternatives Network, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 310 Main Street, Utica, New York 13501 (the "Provider Agency") (individually each referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the Probation Department's Juvenile Division supervises youth who have been adjudicated Juvenile Delinquents by a Family Court judge, and youth who have been determined to be a Person In Need of Supervision (PINS); and

WHEREAS, the Probation Department's Juvenile Division conducts a screening process and assessment to determine the level of family and individual services needed to help the juvenile avoid detention or placement, conducts intake level diversion case monitoring, and completes Pre-Disposition Investigations (PDIs) for Family Court; and

WHEREAS, New York State has recommended the establishment of Family Engagement Specialists in Probation Departments across the State as part of its Juvenile Justice efforts and more specifically, the Raise the Age Initiative; and

WHEREAS, the Probation Department deems that family engagement is critical to facilitate family involvement with youth in the Juvenile Justice System and to ensure that youth substantially engage in the diversion services provided, and that Family Engagement Specialists have proven successful and extremely cost effective in those jurisdictions that use them; and

WHEREAS, the Probation Department seeks an agency to furnish the services of a Family Engagement Specialist to provide support and advocacy for youth and their families involved in the Juvenile Justice System; and

WHEREAS, the Provider Agency is a multi-service agency that supports at-risk youth and their families by providing an innovative home and community-based network of services; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to provide an individual to serve as the Family Engagement Specialist, who is a New York State credentialed Family Peer Advocate, and who is familiar with Family Court proceedings; and

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

1. **Scope of Services.** The Provider Agency shall assign a Family Engagement Specialist to provide the County with the following:
 - A. Perform community outreach related to at-risk youth served by the Probation Department;
 - B. Meet and greet individuals who appear at the Probation Department office for the following reasons:
 - I. to answer Juvenile Delinquency Appearance Tickets;
 - II. to participate in preparation of Juvenile Delinquency and PINS Pre-Disposition Investigation Reports; and
 - III. to report for Probation Supervision;
 - C. Accompany the youth and family to Family Court appearances during Juvenile Delinquency and PINS proceedings;
 - D. Visit the youths and their families in their homes to further support the family when needed;
 - E. Become familiar with service providers and encourage youth to attend and to participate with such service providers;
 - F. Attend community meetings as reasonably requested by the Department;
 - G. Actively participate in Juvenile Unit Planning meetings; and
 - H. Perform other activities that may encourage family engagement with youth involved with the Juvenile Justice System (collectively, (A), (B), (C), (D), (E), (F), (G), and (H) shall hereinafter be referred to as the "Services").
 - I. The above-listed Services shall be performed as directed by the Probation Department.
 - I. The Family Engagement Specialist shall be available to perform these Services three (3) mornings per week for a total of ten and a half (10.5) hours per week, and be available for out-of-office hours for one (1) hour per week each week during the Term of this Agreement.
 - II. The Family Engagement Specialist will also be available to provide additional support for an additional fifty-two (52) hours per year of this Agreement.
 - III. The Proposed Budget with detailed rates for these Services is attached to this Agreement as Exhibit A.
2. **Term.** The term of this Agreement shall be for three (3) years, from January 1, 2020 through December 31, 2022 (hereinafter the "Term"), unless terminated earlier in accordance with the provisions of Section 15 below. The Parties thereafter will have an option to extend the Agreement for two (2) additional one (1) year periods upon the mutual written consent of both Parties.
3. **Cost.**
 - A. The County will reimburse the Provider Agency a total of fifty-seven thousand seventy-two dollars and twenty-seven cents (\$57,072.27) during the three-year Term of this Agreement for Services provided.

- B. In the event the Parties agree to extend this Agreement for the first additional extension period, the cost for the first one (1) year extension will be nineteen thousand seven hundred and ninety dollars (\$19,790.00).
 - C. In the event the Parties agree to extend this Agreement for the second additional extension period, the cost of that second one (1) year extension will be twenty thousand one hundred eighty-five dollars and eighty-eight cents (\$20,185.88).
 - D. Payment will be made quarterly upon receipt from the Provider Agency of a properly completed County voucher setting forth in detail the costs incurred and/or Services performed, together with any receipts or other such supporting documentation attached thereto.
4. **Qualifications.** The Family Engagement Specialist assigned by the Provider Agency shall:
- A. Be a New York State credentialed Family Peer Advocate, and
 - B. Submit to a fingerprint check and a State Central Registry/Connections check.
5. **Performance Review.** The Probation Department will hold meetings with the Provider Agency at least every three (3) months, or more, if determined by the Probation Department to be necessary, to ensure adequate performance of Services under this Agreement, to discuss any necessary changes to Services, and to discuss any other issues related to this Agreement.
6. **Absences.** The Provider Agency shall notify the Probation Department as soon as the assigned Family Engagement Specialist submits leave requests (for example: vacation, medical leave, leaving employment, etc.), and shall also notify the Probation Department as to who will be providing the Services under this Agreement during any extended absences of the assigned Family Engagement Specialist. Any substitute must be duly qualified to provide the Services under this Agreement.
7. **Performance of Services.**
- A. The Provider Agency represents that the Provider Agency is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. Provider Agency shall use its best efforts to perform the Services such that the results are satisfactory to the County. Provider Agency shall be solely responsible for determining the location, method, details and means of performing the Services, except where Federal, State, or Local Laws and Regulations impose specific requirements on performance of the same, and when required to perform the Services at the Probation Department's location.
 - B. The Provider Agency may, at Provider Agency's own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Provider Agency shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State, or Local Laws and

Regulations. Provider Agency shall expressly advise the Assistants of the terms of this Agreement

- C. The Provider Agency acknowledges and agrees that Provider Agency and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- D. The Provider Agency shall inform the County within twenty-four (24) hours if it is unable or unwilling to accept or perform the Services pursuant to this Agreement. Provider Agency maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same Services.

8. Independent Contractor Status.

- A. It is expressly agreed that the relationship of the Provider Agency and its Assistants to the County shall be that of independent contractors. The Provider Agency'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 Provider Agency, in accordance with its status as an independent contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. Provider Agency 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 the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the Term of this Agreement, and may continue to make its services available to the public.
- C. The Provider Agency's Assistants shall not be eligible for compensation from the County for absence due to a) illness, b) normal vacation, or c) attendance at school or special training, or a professional convention or meeting.
- D. Provider Agency acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- E. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's form of business organization, and with respect to its 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). Provider Agency shall provide proof of workers' compensation insurance prior to execution of this Agreement.

- F. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's independent contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - H. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
9. **Expenses.** The Provider Agency 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.
10. **Training.** The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency 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.
11. **Indemnification.** To the fullest extent permitted by applicable law, the Provider Agency 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 the Provider Agency, its officers, agents, employees (including the Provider Agency's Assistants or other authorized personnel) arising out of or in connection with the exercise by the Provider Agency or any of the Provider Agency'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.
12. **Confidential Information.**
- A. The Parties may be exposed to confidential and proprietary information of the other Party, including but not limited to, financial information, security means and methods, management guidelines, procedures, operating manuals, software programs, and addresses and contact information of County employees, as well as

of the youth and their families whom Services are being provided for under this Agreement (the "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 at least two (2) years after the Term of this Agreement, or longer if required by law, except that the Parties may use or disclose Confidential Information (i) to its employees and affiliates or others to the extent necessary to render any duty 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; (ii) to the extent expressly authorized by either Party; (iii) 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; (iv) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (v) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (vi) as required by order during the course of a judicial or regulatory proceeding, as required by a governmental authority, or as required by law in the sole opinion of the County.

- B. 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.
 - C. Each Party's Confidential Information shall remain the exclusive property of that Party. The County's Confidential Information shall be returned by Provider Agency to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement.
 - D. 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.
 - E. Provider Agency 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), Provider Agency 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)."
13. **Insurance Requirements.** The Provider Agency shall obtain 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. Prior to the start of any work, Provider Agency shall provide a certificate of insurance to the County. These certificates must 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.

- 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. Abuse and Molestation coverage must be included with limits of insurance not less than \$1,000,000 per occurrence, \$3,000,000 aggregate.
 - III. Professional Liability coverage must be included with limits of insurance not less than \$1,000,000 per occurrence, \$3,000,000 aggregate.
 - III. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).
- B. Workers' Compensation and Employer's Liability
 - I. Statutory limits apply.
- 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 \$5,000,000.
 - 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.

14. Waiver of Subrogation. Provider Agency waives all rights against the County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

15. Termination. Either Party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other Party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the Services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsifies their records or reports,

the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.

- A. Notice of termination must be in writing, signed by an authorized official, and sent to the other Party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other Party by messenger.
- B. The County will remain responsible for payment of all claims for Services provided and costs incurred by the Provider Agency prior to the termination of this Agreement.

16. Governing Law and Venue.

- A. 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.
- B. Both Parties consent 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.

17. Severability. If any term or provision of this Agreement shall be found to be invalid or unenforceable under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement invalid as a whole. Such invalid or unenforceable provisions will be deleted from this Agreement. The remainder of the Agreement shall remain in full force and effect.

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

19. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other previous or subsequent breach of this Agreement.

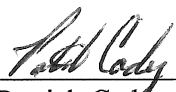
20. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Proposed Budget) and Exhibit B (Standard Oneida County Conditions). 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 THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

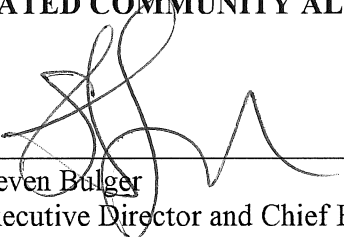
IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

By:  _____ Date 11/12/2019
Patrick Cady
Director, Oneida County Probation Department

INTEGRATED COMMUNITY ALTERNATIVES NETWORK, INC.

By:  _____ Date 11/14/19
Steven Bulger
Executive Director and Chief Executive Officer

Approved

By: _____
Alison M. Stanulevich, Esq.
Assistant County Attorney

**Exhibit A
Proposed Budget**

**Family Engagement Specialist Program
Proposed Budget**

			<u>2020</u>	<u>2020-2022</u>	<u>2023</u>	<u>2024</u>
			<u>Annualized Cost</u>	<u>3 Year Term</u>	<u>1 Year Extension</u>	<u>Add'l 1 Year Extension</u>
<u>Family Engagement Specialist</u>	<u>Rate</u>	<u>Hours</u>				
Direct Program - 10.5 hours per week	\$ 17.00	10.5	\$ 9,282.00	\$ 28,406.63	\$ 9,850.13	\$ 10,047.14
Additional Support - 52 hours total	\$ 17.00	1	\$ 884.00	\$ 2,705.39	\$ 938.11	\$ 956.87
Supervision	\$ 23.00	2	\$ 2,392.00	\$ 7,320.48	\$ 2,538.41	\$ 2,589.18
Fringe Benefits	35%		4,395.30	13,451.38	4,664.33	4,757.61
Total Salary			\$ 16,953.30	\$ 51,883.88	\$ 17,990.98	\$ 18,350.80
Administrative Costs	10%		1,695.33	5,188.39	1,799.10	1,835.08
Total Program Budget			\$ 18,648.63	\$ 57,072.27	\$ 19,790.08	\$ 20,185.88

EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

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.



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

November 4, 2019

FN 20 19-420

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 an agreement with Oneida-Herkimer BOCES. This is a three (3) year contract for two (2) School Resource Officers (SROs) at Oneida-Herkimer BOCES. These SROs will act as role models for students, and guide them toward community activities that promote character, education and prevent delinquency. The SROs will also provide security to students and staff.

The costs for this agreement will be as follows: \$154,000.00 for the 2019-2020 school year, \$159,000.00 for the 2020-2021 school year and \$164,000.00 for the 2021-2022 school year. The total amount of the three-year contract is \$477,000.00.

If you find the enclosed agreement acceptable, I am requesting that you forward this agreement to the Board of Legislators for their review and approval. 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
Sheriff

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

Anthony J. Picente, Jr.
County Executive
Date 11-14-19

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	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>XX</u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Oneida Herkimer BOCES
4747 Middle Settlement Road
New Hartford, NY 13413

Title of Activity or Service: School Resource Officers

Proposed Dates of Operation: September 1, 2019 – June 30, 2022

Client Population/Number to be Served: Students, Faculty, and Staff at Oneida-Herkimer BOCES

Summary Statements

- 1) **Narrative Description of Proposed Services:** Two School Resource Officers will serve at the New Hartford Campus of Oneida-Herkimer BOCES for Alternative and Career & Technical educational programs.
- 2) **Program/Service Objectives and Outcomes:** SROs provide students with education and act as positive role models that guide them toward community activities that prevent delinquency, develop crime prevention programs, offer training in conflict resolution, restorative justice, crime awareness and anger management, and provide security to students and staff.
- 3) **Program Design and Staffing:** 2 SROs for the 2019-2020, 2020-2021, and 2021-2022 school years.

Total Funding Requested: \$477,000.00 total for 3 years **Account #** A2735 (revenue)

Oneida County Dept. Funding Recommendation: \$477,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): Oneida-Herkimer BOCES

Cost Per Client Served: N/A

Past Performance Data: This has been a successful program at BOCES.

O.C. Department Staff Comments: Based upon the current PBA, the estimated rate to be paid under this agreement is \$77,000.00 for each SRO for the 2019-2020 school year, for a total of \$154,000.00. The rate to be paid for the 2020-2021 school year is \$79,500.00 for each SRO, for a total of \$159,000.00. The rate to be paid for the 2021-2022 school year is \$82,000.00 for each SRO, for a total of \$164,000.00. BOCES will reimburse the Sheriff's Office for these costs.

AGREEMENT BETWEEN
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,
and
the ONEIDA-HERKIMER BOARD OF
COOPERATIVE EDUCATION SERVICES (BOCES)

SPECIAL RESOURCE OFFICER INITIATIVE

THIS AGREEMENT, made and entered into, by and between the County of Oneida, 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, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and Oneida-Herkimer BOCES, a Board of Cooperative Educational Services and supervising school district organized and existing under the laws of the State of New York, with its principal offices located at 4747 Middle Settlement Road, New Hartford, New York 13413, hereinafter referred to as the "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the District wishes to secure the services of two (2) School Resource Officers (SROs), for the 2019-2020, 2020-2021, and 2021-2022 school years, to serve as law enforcement officers, role models, and as educational resources to students and families at the District facilities and related District programs; and

WHEREAS, the County, the OCSO, and the District wish to enter into an agreement to provide law enforcement and other appropriate services to the students, staff, and faculty of the District and related District programs; and

WHEREAS, the County, the OCSO and the District agree that the Parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District;
2. To increase the physical presence of the SRO within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To provide counseling, advice, and education to troubled students and staff within the District; and

WHEREAS, the OCSO has the personnel possessing the requisite skills and expertise to provide such services to the District;

NOW THEREFORE, in consideration of the mutual promises made herein, the County, the OCSO, and the District agree as follows:

1. **Assignment of the SRO.** The OCSO shall assign two (2) uniformed officers as SROs to serve at the Oneida-Herkimer BOCES campus for Alternative, Special, and Career & Technical educational programs in New Hartford, NY, according to a schedule established by mutual agreement between the Sheriff and the District. Each SRO will wear the uniforms issued by Oneida County Sheriff's Office including sidearm in an authorized holster when appropriate.
2. **Supervision of the SRO.** Each SRO will be under the supervision of a designated member of the OCSO Law Enforcement Division and shall coordinate his or her activities at the District with the principal or designee.
3. **Term of Agreement.** This Agreement is effective beginning on September 1, 2019 and expires on June 30, 2022, without notice, unless terminated earlier as provided in this Agreement (the "Term").
4. **Duties of the SRO.** The SRO duties shall be as follows:
 - a. Provide information about available and appropriate community services to students and their families, and act as a role model to guide students toward community activities that promote character education and prevent delinquency;
 - b. Provide for the security and safety of all students, staff, and visitors, and protect school property and maintain order in and around the school site;
 - c. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations, as well as provide education to students in an effort to prevent delinquency, and train in conflict resolution, crime awareness, and anger management;
 - d. Under the supervision of the principal or designee, investigate all crimes and incidents occurring on, and in the vicinity of, school grounds, and provide the appropriate documentation for such investigations;
 - e. Report all violations of law, school rules, regulations, or policies to school administration;
 - f. Enforce New York State laws, rules, and regulations;
 - g. Act as a liaison with police and fire officials;
 - h. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
 - i. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
 - j. Become familiar with all hidden recesses in the building, and check them periodically;

- k. Become familiar with the Student Code of Conduct, particularly with respect to prohibited items such as cell phones, iPods, wearing of hats, etc., and take required action to enforce the Code of Conduct and/or seize prohibited items;
- l. Enforce all other provisions of the Code of Conduct;
- m. Maintain post integrity, be highly visible at all times, and refrain from unnecessary fraternization with other officers/employees;
- n. Report for duty in a timely manner, and if unable to work, give prior notification to the District and the OCSO to ensure that a substitute or other arrangements have been made to maintain a uniformed presence by the OCSO at the District;
- o. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- p. Act as a mentor to students by maintaining a casual relationship while simultaneously attempting to develop a rapport with students;
- q. Develop a common working relationship with the staff of the District;
- r. Report directly to the principal or his or her designee;
- s. When requested, participate in meetings with school officials, parents or the Board of Education to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- t. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO;
- u. Be subject to all other personnel policies and practices of the OCSO except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement;
- v. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; and
- w. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

5. **OCSO Responsibilities.** The OCSO further agrees as follows:

- a. To provide two (2) SROs who:
 - i. Possesses a minimum of forty (40) hours of specialized SRO training;
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - iii. Demonstrates:
 - A. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;

- B. The ability to relate to youth, especially the “at risk” and “special needs” populations;
 - C. A working knowledge of social service providers and other community justice and school resources;
 - D. An ability to identify, analyze, and recommend solutions to complex behavioral and social problems; and
 - E. A genuine interest in at-risk youth;
- iv. Meets all education and experience requirements as set forth by Oneida County and New York State.
- b. To ensure the SROs or their substitute spends an average of forty (40) hours per week on-site at the District’s facilities between September and June when school is in session;
 - c. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus;
 - d. To submit vouchers to the District for services rendered; and
 - e. To cooperate with the District to implement the SRO program with the least possible disruption to the educational process.

6. **District’s Responsibilities.** The District’s responsibilities under this program are as follows:

- a. To implement the SRO program in accordance with guidelines established herein by the Parties;
- b. To designate an employee as the School Representative through which day-to-day business contact will be conducted with the SROs;
- c. To provide the SROs with full access to school facilities, personnel, and students;
- d. To ensure that school personnel, Board of Education members, students, and parents are informed of the duties and presence of the SROs on campus;
- e. To provide time and appropriate space for the SROs to conduct approved staff, student, and parent training;
- f. To provide space for the SROs to store instructional materials and perform necessary tasks directly related to the SRO program;
- g. To evaluate the program and administer an annual assessment of the partnership and program; and
- h. To make recommendations and program adjustments as appropriate.

7. **Confidentiality and Disclosure of Records.**

- a. Confidentiality. The County, the OCSO, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, the OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to

Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addendum A are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.

- c. HIV-Related Information.
 - i. Non Discrimination. The OCSO, the County, the assigned SROs and any substitute SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV-related test. It is agreed that the OCSO, and any member of the OCSO staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included 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. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

8. **Requirements of New York State Education Law Section 2-d**

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as “PII”), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SROs. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under the Agreement. Upon expiration of this Agreement, the SROs and/or

substitute SRO must securely destroy or return all PII to the District that remains in the SRO's or substitute SRO's possession.

- b. If PII is disclosed to the SROs and/or substitute SRO by the District for purposes of the SROs providing services to the District, the SRO, OCSO and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:
 - i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
 - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 - A. Without prior written consent of the parent or eligible student; or
 - B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
 - vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. New York State Education Law § 2-d and the Parents Bill of Rights are annexed to this Agreement as Addendum A and Addendum B, respectively, the terms of which are incorporated herein by reference.

9. **Resolution of Issues/Termination.**

- a. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.

- b. If issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with performance under this Agreement. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for sum certain, and must be fully supported by all cost and pricing information.

10. **Compensation.**

- a. Basic Payment. The District agrees to pay to the OCSO an amount equal to the rate of pay and fringe benefits contained in the Collective Bargaining Agreement (CBA) between the Oneida County Police Benevolent Association, Inc., the County, and the Oneida County Sheriff in effect at the time that services are provided. It is understood that said rates may change upon any future CBA which becomes effective during the life of this Agreement. Based upon the current CBA which is set to expire on December 31, 2020, the estimated rate to be paid under this Agreement is \$77,000.00 for each SRO for the 2019-2020 school year, for a total of \$154,000.00. The rate to be paid for the 2020-2021 school year is \$79,500.00 for each SRO, for a total of \$159,000.00. The rate to be paid for the 2021-2022 school year is \$82,000.00 for each SRO, for a total of \$164,000. The payment covers the normal work day and week (Monday – Friday, 7:30 AM to 3:30 PM), up to the maximum regular hours per week, not to exceed forty (40) hours each. The County shall provide the District with notice of any new collectively bargained rates of pay and/or fringe benefits within ten (10) days of ratification of a new CBA setting said rates. The new collectively bargained rates of pay shall become effective upon the date specified in the CBA. The estimated rates for compensation under this Agreement shall be adjusted, and the actual rates reconciled with payments made as of the effective date of the CBA, and the Parties acknowledge that any future CBA could include retroactive salary increases for which the District will be responsible. In the event that such reconciliation results in a credit to the District, it shall be applied to offset

subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment.

- b. **Additional Hours.** Any time spent at the District over and above the hours agreed upon per day by the Parties will be billed as overtime, at the rate contained in the CBA in force at the time, subject to prior approval by the principal or designee.
- c. **Incidental and Unrelated Costs.** Incidental costs, to include uniforms, equipment, pager, vehicle and ongoing training costs shall be covered by the County. Any time spent by the SROs that is not related to the interest of the District will not be considered time worked as an SRO or reimbursed by the District. Any expenses or financial obligations made by an SRO without the prior approval of the District will not become the responsibility of the District.
- d. **Billing & Payment.** The OCSO shall submit an invoice for payment of the Agreement fee to the District on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SROs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SROs, as its employees, would otherwise be entitled by law, including health benefits, retirement benefits, and all necessary insurances for its employees, including worker's compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State and Local taxes, and all FICA contributions.

12. **Indemnification & Insurance.**

- a. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence,

willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District 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.

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

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

B. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

ii. Workers' Compensation and Employers Liability

A. Statutory limits apply.

iii. 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.

iv. 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.

v. Waiver of Subrogation: The District waives all rights against the

County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

vi. **Certificates of Insurance:** Prior to the start of any work, the District shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District'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.

d. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County will provide proof of sufficient self-insurance to the District upon request.

13. **No Special Duty.** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.

14. **Suspension of Work.**

a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.

b. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.

- c. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SRO's services up to the effective termination date of the Agreement.
- d. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. **Notice.** All notices to the County should be sent to:

Oneida County- Law Department
800 Park Avenue
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the District should be sent to:

Oneida-Herkimer BOCES
4747 Middle Settlement Road
New Hartford, New York 13413

- 16. **Expiration.** The Parties agree that this Agreement expires on June 30, 2022, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.
- 17. **Advice of Counsel:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
- 18. **Assignment:** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.
- 19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of

laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

20. **Severability.** In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

21. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum A (New York Education Law § 2-d), Addendum B (Parents' Bill of Rights for Data Privacy and Security), and Exhibit A (Standard Oneida County Contract Clauses). This Agreement shall be binding upon all Parties when fully signed and executed and upon approval of the appropriate governing bodies.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

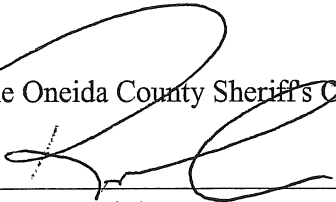
IN WITNESS WHEREOF, the County, the OCSO, and the District have caused this Agreement to be executed as of the date below.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For the Oneida County Sheriff's Office:

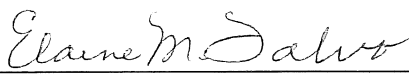


Robert M. Maciol
Oneida County Sheriff

Date

11/8/19

For Oneida-Herkimer BOCES



Elaine Falvo
Board President

Date

8-15-19

Approved

Alison M. Stanulevich, Esq.
Assistant County Attorney

Acknowledgments

State of New York)
County of Oneida) ss:

On the ____ day of _____ in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Anthony J. Picente, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Oneida) ss:

On the 8th day of NOVEMBER in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Robert M. Maciol**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Susan M. Goding
Notary Public

SUSAN M. GODING
Notary Public, State of New York
Reg. #01G09953203
Qualified in Oneida County
My Commission Expires Jan. 16, 2023

State of New York)
County of Oneida) ss:

On the 15 day of August in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Elaine Falvo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Deborah L. Kimball
Notary Public

DEBORAH L. KIMBALL
Notary Public, State of New York
Appointed in Oneida County
Reg # 01K16218791
My Commission Expires March 8, 2022

ADDENDUM A
New York Education Law § 2-d
School Resource Officer Agreement - Oneida County

This Addendum A is made a part of the Agreement between Oneida-Herkimer BOCES (“BOCES”), the County of Oneida (“County”), and the Oneida County Sheriff (“OCSO”), effective for a term of 2019-2022, in recognition of the fact that the use of School Resource Officers (SRO) at BOCES through that Agreement, may result in SROs having possession of or access to student data that qualifies as personally identifiable information protected by Section 2-d of the New York State Education Law.

OCSO agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws that protect the confidentiality of personally identifiable information.

OCSO agrees that any of its SROs or employees, and any SROs or employees of any assignee of OCSO, who have access to personally identifiable information will receive training on the Federal and State law governing confidentiality of such data prior to receiving access to that data.

The exclusive purpose for which the OCSO is being provided access to personally identifiable information is to provide School Resource Officer program described in the Agreement to which this Addendum is attached.

Student data received by OCSO, or by any assignee of OCSO, from the District shall not be sold or used for marketing purposes.

OCSO shall insure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to observe the same student data privacy and security as OCSO.

Upon expiration of this Agreement without a successor agreement in place, OCSO shall assist the District in exporting all student data previously received from the District or a student. OCSO shall thereafter securely delete any and all shared data remaining in the possession of OCSO or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all shared data maintained on behalf of OCSO in secure data center facilities. OCSO shall ensure that no copy, summary or extract of the shared data or any related work papers are retained on any storage medium whatsoever by OCSO, its subcontractors or assignees, or the aforementioned secure data center facilities. To the extent that OCSO and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, the OCSO or assignees will provide a certification to

the District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the student's district of enrollment for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).

Student data transferred to OCSO by the District will be stored in electronic format on systems maintained by OCSO in a secure data center facility, or a data facility maintained by a board of cooperative educational services, in the United States. The measures that OCSO will take to protect the privacy and security of student data while it is stored in that manner are associated with industry best practices including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

OCSO acknowledges that it has the following obligations with respect to any student data received from the District, and any failure to fulfill one of these statutory obligations shall be a breach of the Agreement. Those obligations include:

- (a) To limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA;
- (b) To not use education records for any purpose other than those explicitly authorized in this Addendum;
- (c) To not disclose any personally identifiable information to any other party who is not an authorized representative of the OCSO using the information to carry out OCSO's obligations under the Agreement, unless (1) that other party has the prior written consent of the parent or eligible student, or (2) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- (d) To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- (e) To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2); and
- (f) To notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by the

OCSO or its assignees in violation of State or Federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

It is understood that a further Addendum may be necessary to ensure compliance with New York Education Law Section 2-d after certain regulations have been promulgated by the New York State Education Department, and the Parties agree to take such additional steps as may be necessary at that time.

ADDENDUM B
Parents' Bill of Rights for Data Privacy and Security

The Oneida-Herkimer BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Oneida-Herkimer BOCES seeks to insure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

(1) A student's personally identifiable information cannot be sold or released for any commercial purposes.

(2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Student Records Policy, No. 7050.

(3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

(4) A complete list of all student data elements collected by the State is available at: -
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

(5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

EXHIBIT A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 15, 2019

FN 20 19-427

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

**ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS**

Re: Agreement Approving PILOT Terms and Allocating PILOT Payments

Dear Honorable Members:

The Oneida County Industrial Development Agency (OCIDA), in cooperation with the Griffiss Local Development Corporation (GLDC), has been working to develop a parcel in the Griffiss Business & Technology Park in the City of Rome. They have entered into negotiations with Orgill, Inc., and are preparing to take the next steps in financing the development of the site. In order to accomplish this, one of the prerequisites is having a Payment In Lieu Of Taxes (PILOT) agreement signed between the OCIDA, the GLDC and the taxing jurisdictions overseeing the site.

The attached agreement outlines the terms and basic structure of the PILOT agreement for the Orgill site. This agreement must be approved by the Board of Legislators and executed before construction can begin.

I therefore, respectfully request your Board accept and approve this PILOT Agreement for the Orgill Site at the Griffiss Business & Technology Park. Thank you for your prompt attention to this matter.

Respectfully submitted,

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



Oneida Co. Department: County Executive

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, NY 13441-4105

Title of Activity or Service: Agreement Approving PILOT Terms and
Allocating PILOT Payments

Proposed Dates of Operation: Upon execution – 2046

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: Agreement establishing PILOT terms and conditions to facilitate the financing and development of the Orgill site in the Griffiss Business & Technology Park in the city of Rome.

2) Program/Service Objectives and Outcomes: To allow developers to make Payments in Lieu of Taxes during the duration of the agreement.

3) Program Design and Staffing: N/A

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

Oneida County Dept. Funding Recommendation: \$0

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

**AGREEMENT APPROVING PILOT TERMS
AND ALLOCATING PILOT PAYMENTS**

THIS AGREEMENT APPROVING PILOT TERMS AND ALLOCATING PILOT PAYMENTS (this "Agreement"), dated as of _____, 2019 (the "Execution Date"), is by, between and among **COUNTY OF ONEIDA**, a New York municipal corporation with offices at County Office Building, 800 Park Avenue, Utica, New York 13501 (the "County"), **CITY OF ROME**, a New York municipal corporation with offices at City Hall, 198 North Washington Street, Rome, New York 13440 (the "City"), **ROME CITY SCHOOL DISTRICT**, a New York school district with offices at 409 Bell Road South, Rome, New York 13440 (the "School District") (the County, the City and the School District are hereinafter sometimes collectively referred to as the "Affected Tax Jurisdictions"), **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York local development corporation with offices at 584 Phoenix Drive, Rome, New York 13441 ("GLDC").

RECITALS:

WHEREAS, the United States of America, acting by and through the Secretary of the Air Force (the "Air Force"), conveyed to the Agency a 152.560± acre parcel of land ("Parcel F11A") located in the Griffiss Business & Technology Park, Rome, Oneida County, New York by means of a Quit Claim Deed dated September 10, 2002 and recorded on January 22, 2003 in the Oneida County Clerk's Office as Instrument No. 2003-001611 ("Air Force Deed No. 1"); and

WHEREAS, in Air Force Deed No. 1, the Air Force reserved unto itself "all oil, gas and other mineral resources of any kind or nature in the mineral estate" of Parcel F11A "together with the right to prospect for, mine, and remove the same" (said reservations being hereinafter collectively referred to as the "Reserved Mineral Rights"); and

WHEREAS, the Air Force conveyed to the Agency the Reserved Mineral Rights by means of a Quit Claim Deed dated November 30, 2007 and recorded on September 3, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-014913 ("Air Force Deed No. 2"); and

WHEREAS, the Agency, as lessor, leased said Parcel F11A (together with other lands) to GLDC, as lessee, for a term of ten (10) years pursuant to that certain lease agreement dated as of July 1, 2012 (the "Agency/GLDC Lease Agreement"); and

WHEREAS, a memorandum of the Agency/GLDC Lease Agreement was recorded on July 30, 2012 in the Oneida County Clerk's Office as Instrument No. R2012-000894; and

WHEREAS, pursuant to the Agency/GLDC Lease Agreement, GLDC has the right to acquire from the Agency the fee simple title to all or any portion of said Parcel F11A which has not heretofore been conveyed to or acquired by third parties at any time during the term thereof; and

WHEREAS, GLDC has notified the Agency that it intends to acquire the fee simple title to a 63.78± acre portion of said Parcel F11A (the “Land”), which Land is more particularly described by metes and bounds in the legal description attached hereto and made a part hereof as **Exhibit A** and depicted on a map entitled “Final Plat Subdivision Map of Property of Oneida County Industrial Development Agency (OCIDA), T.M. #243.00-1-1.12, City of Rome, County of Oneida, State of New York” made by Susan M. Anacker, L.S. Lic. #50321, dated September 3, 2019, and last revised _____, 2019, a reduced-sized copy of which map is attached hereto and made a part hereof as **Exhibit A-1**; and

WHEREAS, GLDC and Orgill, Inc. (the “Company”) have entered into or are about to enter into a real estate purchase and sale agreement (the “GLDC/Company Agreement”) which provides or will provide that, among other things, upon acquiring the fee simple title to the Land from the Agency, GLDC will sell, transfer and convey said Land to the Company; and

WHEREAS, the GLDC/Company Agreement further provides or will further provide that, upon acquiring the fee simple title to the Land from GLDC, the Company will construct (or cause to be constructed) thereon a building (the “Building”) containing approximately 777,600 gross square feet of floor area, and related improvements, (the “Related Improvements”), acquire equipment (the “Equipment”) and install the same in said Building, and thereafter operate said Building and Related Improvements as a distribution center (the “Distribution Center”) servicing the customers of Orgill, Inc. or its subsidiaries and/or affiliates (collectively, “Orgill”) located in the Northeast (the Company’s acquisition of the Land, its construction of the Building and Related Improvements, its acquisition of the Equipment and installation of the same in the Building, and its operation of the Distribution Center are hereinafter sometimes collectively referred to as the “Distribution Center Project”); and

WHEREAS, the Distribution Center Project is expected to result in the creation of jobs for two hundred twenty-five (225) direct, full-time, permanent employees at the Distribution Center by the fifth (5th) anniversary of the issuance of the Certificate of Occupancy for the Distribution Center, and the attendant public benefits that would accrue therefrom; and

WHEREAS, the GLDC/Company Agreement further provides or will further provide that GLDC shall obtain one or more loans (including a \$150,000.00 loan from the GLDC Special Capital Reserve Fund) in the aggregate sum not to exceed \$3,650,000.00(collectively, the “GLDC Project-Related Debt”); and

WHEREAS, the proceeds of the GLDC Project-Related Debt will be used by GLDC to either directly or indirectly finance, refinance and/or reimburse various “hard” costs and “soft” costs incurred or to be incurred by it or others (including the Company) in connection with the Distribution Center Project including, without limitation, (i) the cost of undertaking certain “on-site” demolitions on and/or removals from the Land including, but not limited to, the clearing and/or grubbing of trees and other vegetation, the demolition, and/or removal and/or abandonment or place of inactive utility lines and building foundations (or the remnants thereof), the cost of relocating and/or installing various active utility lines and/or systems, the cost of certain earthwork and/or site grading, the cost of deep dynamic soil compaction and other ground improvements required to support the load bearing capacity of the Facility (as such term

hereafter defined), the cost of providing a second source of water supply with sufficient capacity, flow and pressure to meet the requirements of the Facility's site fire protection system, and the cost of other utility extensions and upgrades, (ii) the cost of making certain "off-site" improvements (e.g., the cost of ingress and egress improvements (truck turn lane and traffic signalization), the cost of installing off-site street lighting, pavement striping, staging areas, street signage, sidewalks, landscaping, and intersection, road and other access improvements including the realignment and/or reconstruction of Atlas Drive), and (iii) the cost of architectural, engineering and legal services, the cost of environmental surveys, investigations and remedial actions, the cost of closing on the GLDC Loans (e.g., bank fees, attorneys' fees and disbursements, title insurance premiums, survey expenses), and the cost of interim interest; and

WHEREAS, in order to better facilitate the Distribution Center Project, the Company has requested or will request the Agency to undertake a "project", as that term is defined in the New York State Industrial Development Agency Act, General Municipal Law §850, *et seq.* (the "Act") consisting of (A)(i) the acquisition of the Land, (ii) the construction on the Land of the Building and Related Improvements, (iii) the acquisition of the Equipment and the installation of the same in the Building (the Land, the Building and Related Improvements, and the Equipment are hereinafter sometimes collectively referred to as the "Facility"), (B) the granting of certain other "financial assistance", as that term is defined in Section 854(14) of the Act, with respect to the foregoing, including an exemption from sales taxes, real estate transfer taxes, mortgage recording taxes and Real Property Taxes (as hereinafter defined), (C) the leasing of the Facility by the Company to the Agency for a term of up to twenty-eight (28) years pursuant to a lease agreement (the "Company/Agency Lease Agreement"), and the leasing of the Facility by the Agency back to the Company for a term of up to twenty-eight (28) years pursuant to a lease agreement (the "Agency/Company Leaseback Agreement"); and

WHEREAS, in connection with the "project", the Company has requested or will request the Agency to enter into a payment-in-lieu-of-tax agreement ("PILOT Agreement") with the Company having a term of up to twenty-seven (27) years; and

WHEREAS, under the PILOT Agreement, the Company will be obligated, among other things, to make payments in lieu of taxes (the "PILOT Payments") to the Agency thereby achieving the publicly-desirable objective of generating a revenue stream from lands which have been exempt from real property taxation for over seventy-five (75) years; and

WHEREAS, to induce the Agency to enter into said PILOT Agreement, the Company has granted into or will grant the Agency a first-in-priority mortgage on the Facility (the "PILOT Mortgage") to secure its obligations under the PILOT Agreement including, without limitation, its obligation to make the PILOT Payments to the Agency; and

WHEREAS, pursuant to the authority contained in Section 858(15) of the Act and the case precedent of Palmateer v. Greene County Industrial Development Agency, 38 A.D.3d 1087 (3d Dept. 2007), the parties also desire to set forth their agreement regarding the allocation of PILOT Payments among GLDC and the Affected Tax Jurisdictions for the entire term of the PILOT Agreement.

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth as follows:

“Additional Project Property” means any real property or interest in real property acquired by the Agency and/or GLDC on or after the Execution Date in connection with or in furtherance of the Project including, without limitation, any real property acquired in fee, any easement or right-of-way upon, across, over or under any real property, any leasehold interest or sub-leasehold interest in any real property, and any license in or right to use or occupy any real property, regardless of whether such real property or interest in real property adjoins or is appurtenant to the Land.

“Affected Tax Jurisdictions’ Fund” means that certain fund to be established and administered by the Agency for the benefit of the Affected Tax Jurisdictions. The Affected Tax Jurisdictions’ Fund is more particularly described in Section 3 FIRST hereof.

“Closing Date” means the date on which the closing and delivery of the deed occur with respect to the sale of the Land by GLDC to the Company.

“Construction Period” means the period of time beginning on the Closing Date and continuing through and including June 30, 2021.

“Execution Date” means the date first set forth above.

“First PILOT Year” shall have the meaning ascribed to such term in Exhibit B hereto.

“GLDC Lenders” means those lenders to whom GLDC (including itself) is obligated with respect to the GLDC Project-Related Debt.

“GLDC Loans” means, collectively, the loans made by the GLDC Lenders to GLDC which comprise the GLDC Project-Related Debt.

“GLDC Project-Related Debt Service Fund” means that certain fund to be established and administered by GLDC for the purpose of paying, prepaying and/or otherwise servicing GLDC Project-Related Debt (and to enable GLDC to maintain a minimum debt service coverage ratio of 1.1 to 1.0). The GLDC Project-Related Debt Service Fund is more particularly described in Section 3 SECOND hereof.

“GLDC Special Capital Reserve Fund” means the fund maintained by GLDC pursuant to the Service Fee Payment Agreement dated as of October 1, 2003 by and among the City of Rome, Rome City School District, County of Oneida, the Agency and GLDC into which

GLDC deposits 10% of the gross proceeds of certain sales of land and/or buildings situate in the Griffiss Business and Technology Park .

"PILOT Payment Period" shall have the meaning ascribed to such term in Exhibit B hereto.

"PILOT Year" shall have the meaning ascribed to such term in Exhibit B hereto.

"Project-Related Improvements" means, collectively, (i) certain "on-site" demolitions on and/or removals from the Land including, but not limited to, the clearing and/or grubbing of trees and other vegetation, the demolition, and/or removal and/or abandonment in place of inactive utility lines and building foundations (or the remnants thereof), the relocating and/or installing of various utility lines and/or systems, the performance of certain earthwork and/or site grading, the performance of deep dynamic soil compaction and other required ground improvements, the furnishing of a second source of water supply with sufficient capacity, flow and pressure to meet the requirements of the Facility's site fire protection system, and the making of other utility extensions and upgrades, and (ii) certain "off-site" improvements (e.g., the making of ingress and egress improvements (truck turn lane and traffic signalization), the installation of off-site street lighting, pavement striping, staging areas, street signage, sidewalks, landscaping, and intersection, road and other access improvements including the realignment and/or reconstruction of Atlas Drive), and the making of other improvements related to or a part of the Project.

"Project-Related Development Costs" means the hard costs of making Project-Related Improvements and the soft costs relating thereto, including, without limitation, the cost of architectural, engineering and legal services, the cost of environmental surveys, investigations and remedial actions, the cost of closing on the GLDC Loans (e.g., bank fees, attorneys' fees and disbursements, title insurance premiums, survey expenses), and the cost of interim interest.

"Skyline Gateway Site Redevelopment Project Fund" means that certain fund to be established and administered by GLDC for the general purposes of financing, refinancing and/or otherwise funding various Project-Related Development Costs which are not financed, refinanced and/or otherwise funded by GLDC Project-Related Debt including, without limitation, (a) all costs associated with the acquisition of , Additional Project Property, and (b) all costs incurred by the Agency and/or GLDC associated with the design, engineering, installation and/or construction of Project-Related Improvements. The Skyline Gateway Site Redevelopment Project Fund is more particularly described in Section 3 THIRD hereof.

2. Approval of and Consent to PILOT Agreement. Each of the Affected Tax Jurisdictions hereby approves of and consents to a PILOT Agreement between the Agency and the Company approved by the Agency, which PILOT Agreement shall include terms and conditions approved by the Agency, provided the PILOT Agreement shall comply with the essential terms described in Exhibit B attached hereto and made a part hereof.

3. Allocation of PILOT Payments by Agency. Each of the Affected Tax Jurisdictions acknowledges and agrees that, without the funding provided by the GLDC Project-

Related Debt, there would not be a Project capable of making the payments under the PILOT Agreement. Accordingly, each of the Affected Tax Jurisdictions agrees that the Agency shall allocate the PILOT Payments received from the Company among the Affected Tax Jurisdictions' Fund, the GLDC Project-Related Debt Service Fund and the Skyline Gateway Site Redevelopment Project Fund in the following order of priority and amounts:

FIRST: During each PILOT Year during the PILOT Payment Period (beginning with the First PILOT Year), the Agency shall (a) deposit into the Affected Tax Jurisdictions' Fund an amount equal to the PILOT Payments received by it multiplied by the percentage corresponding to such PILOT Year as set forth in **Column 2 of Exhibit C** attached hereto and made a part hereof and (b) then, within thirty (30) days from the Agency's receipt of the annual payment under the PILOT Agreement, pay over and distribute the Affected Tax Jurisdictions from the Affected Tax Jurisdictions' Fund the following proportional amounts (each, individually, a "Proportional Amount" and, collectively, the "Proportional Amounts") thereof:

16.12% thereof to the County;

51.19% thereof to the School District; and

32.69% thereof to the City.

By way of illustration, if during the First PILOT Year the Agency were to receive \$384,404.59 in PILOT Payments from the Company with respect to the Facility, the Agency would be obligated to deposit the sum of \$462.16 into the Affected Tax Jurisdictions' Fund ($\$384,404.59 \times 0.12\% = \462.16) and then distribute to each of the Affected Tax Jurisdictions its respective Proportional Amount thereof. By way of further illustration, if during the fourteenth (14th) PILOT Year of the PILOT Payment Period the Agency were to receive \$494,234.47 in PILOT Payments from the Company with respect to the Facility, the Agency would be obligated to deposit the sum of \$175,898.89 into the Affected Tax Jurisdictions' Fund ($\$494,234.47 \times 35.59\% = \$175,898.89$) and then distribute to each of the Affected Tax Jurisdictions its respective Proportional Amount thereof.

SECOND: During each PILOT Year during the term of the PILOT Agreement (beginning with the First PILOT Year), the Agency shall deposit into the GLDC Project-Related Debt Service Fund such proportion of the PILOT Payments received by it as are then remaining (after it has deposited the required amount into the Affected Tax Jurisdictions' Fund pursuant to paragraph FIRST above), as is necessary to enable GLDC to pay, prepay and/or otherwise service the GLDC Project-Related Debt (and maintain a minimum debt service coverage ratio of 1.10 to 1.0) during each PILOT Year.

THIRD: During each PILOT Year during the term of the PILOT Agreement (beginning with the First PILOT Year), the Agency shall deposit into

the Skyline Gateway Site Redevelopment Project Fund all of the PILOT Payments received by it as are then remaining (after it has deposited (a) the required amount into the Affected Tax Jurisdictions' Fund pursuant to paragraph FIRST above), and (b) the required amount, if any, into the GLDC Project-Related Debt Service Fund pursuant to paragraph SECOND above).

GLDC shall then allocate and distribute from the Skyline Gateway Site Redevelopment Project Fund all of such monies (but in such proportions as it deems necessary or advisable, in its sole discretion), to do any one or more of the following:

(a) finance, refinance and/or otherwise fund all costs incurred by the Agency and/or GLDC associated with the acquisition of any Additional Project Property;

(b) finance, refinance and/or otherwise fund all costs incurred by the Agency and/or GLDC associated with the design, engineering, installation and/or construction of Project-Related Improvements; and

(c) finance, refinance and/or otherwise fund any other Project-Related Development Costs incurred by the Agency and/or the GLDC.

Within thirty (30) days after a written request therefor, but not more often than once each calendar year, the Agency shall provide to the Affected Tax Jurisdictions such documentation as may be reasonably necessary for said Affected Tax Jurisdictions to verify the accuracy of the allocation and distribution of PILOT Payments made by the Agency pursuant to this Agreement during the preceding calendar year.

As to the PILOT Agreement entered into by the Agency pursuant to this Agreement, the Agency shall provide to the Affected Tax Jurisdictions (1) a summary statement of the anticipated GLDC Project-Related Debt to be serviced by a portion of the PILOT Payments to be generated by such PILOT Agreement and (2) within (30) days after a written request therefor, copies of the promissory note(s) and related loan documents with respect to any such GLDC Project-Related Debt upon which a closing has occurred.

At the end of the fifteenth (15th) PILOT Year, should there be any funds remaining in the Skyline Gateway Site Redevelopment Project Fund after all of the GLDC Project-Related Debt has been indefeasibly paid, in full (including, without limitation, the \$150,000.00 loan made by GLDC to itself from the GLDC Special Capital Reserve Fund), GLDC shall disburse to each of the Affected Tax Jurisdictions its respective Proportional Amount of such excess funds and thereafter the Affected Tax Jurisdictions shall receive 100% of all PILOT Payments made pursuant to the terms of this Agreement.

4. PILOT Agreement Provisions for the Benefit of GLDC Lenders.

(a) In addition to the essential terms described in Exhibit B, and other terms approved by the Agency, the PILOT Agreement shall contain such provisions as may be requested by GLDC in order to provide GLDC, and the GLDC Lenders, with assurances satisfactory to them, in their sole discretion, that such PILOT Agreement, the guarantees thereof and/or security instruments relating thereto, if any, may not be amended or modified without the written approval of the GLDC Lenders and will be enforceable against the Company (and other applicable obligors) at all times until the GLDC Project-Related Debt has been indefeasibly paid in full to the GLDC Lenders.

(b) Without limiting the generality of the foregoing, if GLDC so requests, the PILOT Agreement shall provide that if, prior to the date that the GLDC Project-Related Debt has been indefeasibly paid in full to the GLDC Lenders, the PILOT Agreement is set aside, invalidated or otherwise terminates or is terminated then, and in any such event, and regardless of the reason therefor, the GLDC Project-Related Debt shall be deemed (for the purposes of the PILOT Agreement) to have been “accelerated” thereby becoming immediately due and payable, in full, and the Company shall pay an early termination charge (the “Early Termination Charge”) to the Agency in an amount equal to the then unpaid and outstanding combined principal balances of the “accelerated” the GLDC Project-Related Debt (including all interest and other sums due pursuant thereto or in connection therewith, *e.g.*, prepayment penalties, hedge agreement “breakage” fees, etc.) and that upon the Agency’s receipt of such Early Termination Charge, it shall immediately deposit the same into the GLDC Project-Related Debt Service Fund, whereupon GLDC shall disburse the same in such amounts as are necessary to fully pay the unpaid and outstanding balance of the GLDC Project-Related Debt to the GLDC Lenders, in full. The Early Termination Charge shall be deemed to be a PILOT Payment. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement, before making any other allocations hereunder the Agency first shall allocate 100% of any Early Termination Charge to the GLDC Project-Related Debt Service Fund so as to enable GLDC to indefeasibly pay the GLDC Project-Related Debt, in full.

5. Assignment of PILOT Agreement and Related Documents. As collateral security for the payment of the GLDC Project-Related Debt, the Agency agrees to assign its rights under the PILOT Agreement, the payments due to the Agency under such PILOT Agreement except for the payments due to the Affected Taxing Jurisdictions under this Agreement, the guarantees thereof and/or security instruments relating thereto, if any, and this Agreement to the GLDC Lenders to the extent necessary to enable said GLDC Lenders to enforce and fully collect upon their security for the GLDC Project-Related Debt. Each such assignment shall be in form and content satisfactory to the Agency, GLDC and the GLDC Lenders, in their sole discretion. Each of the Affected Tax Jurisdictions hereby acknowledges and consents to each of such assignments. The Parties to this Agreement acknowledge and agree that the Parties shall be obligated to execute and deliver such other documents and/or agreements to confirm the terms, covenants and conditions of this Agreement and the PILOT Agreement and the priority of the allocation of the payments under the PILOT Agreement. Notwithstanding anything by the contrary contained in this Agreement, the Agency shall have no obligation to assign its

Unassigned Rights (as such term is defined in its Agency/Company Leaseback Agreement) to any person or entity.

6. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the City: City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440
Attn.: Mayor

With a Copy To: Gerard F. Feeney, Esq.
Corporation Counsel
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

To the County: County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501
Attn.: Commissioner of Finance

With a Copy To: Peter M. Rayhill, Esq.
County Attorney
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

To the School District: Rome City School District
409 Bell Road South
Rome, New York 13440
Attn.: Superintendent of Schools

With a Copy To: Ferrara Fiorenza PC
5010 Campuswood Drive
East Syracuse, New York 13057
Attn.: _____, Esq.

To GLDC: Griffiss Local Development Corporation
584 Phoenix Drive
Rome, New York 13441
Attn.: Authorized Representative

With a Copy To: Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501
Attn.: Joseph E. Saunders, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

7. Special Obligation of Agency. (a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his or her individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State of New York or of the County of Oneida, and neither the State of New York nor the County of Oneida shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues (if any) of the Agency derived and to be derived from the PILOT Payments actually paid by the Company to the Agency and/or the lease, sale or other disposition of the Facility. The limitations on the obligations of the Agency contained in this Section 7 by virtue of any lack of assurance required by Section 7(b) hereof shall not be deemed to prevent the occurrence and full force and effect of any event of default pursuant hereto.

(b) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. Consents. Each Party represents and warrants to the other Parties that it has obtained all of the corporate and/or governing board approvals, consents and/or authorizations necessary for it to enter into this Agreement and that it knows of no other approvals, consents and/or authorizations which would be needed in order for this Agreement to take effect.

10. Release of Land. If requested by the Agency and GLDC, the parties shall release all or any one or more portions of the Land from the operation of this Agreement.

11. Section Headings. The section headings contained in this Agreement are for convenience and reference only and shall not be used to interpret or construe provisions.

12. Further Assurances. The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the Parties' agreements hereunder.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement as if set forth in full herein.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

16. Effective Date. The effective date (the "Effective Date") of this Agreement shall be the date that the last of the Parties hereto to sign this Agreement signs the same. Notwithstanding the preceding sentence, Section 9 of this Agreement shall be effective as of the Execution Date.

17. Entire Agreement; Amendments; Waivers. This Agreement (including the exhibits and schedules hereto) contains the entire agreement of the Parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of this Agreement shall have any effect or force. This Agreement may not be changed, modified, amended, waived, superseded, renewed, extended or terminated orally, but only by an agreement in writing signed by the Parties or, in the case of a waiver, by the Party waiving compliance.

**[Remainder of Page Intentionally Left Blank;
Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Approving PILOT Terms and Allocating PILOT Payments to be executed and delivered by their duly authorized officers as of the day and year first above written.

COUNTY OF ONEIDA

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

CITY OF ROME

By: _____
Jacqueline Izzo
Mayor

ROME CITY SCHOOL DISTRICT

By: _____
Peter C. Blake
Superintendent

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: _____
Steven J. DiMeo
Authorized Representative

Exhibit A
(Legal Description of Land)

Exhibit A-1
(Survey Map)

Exhibit B

ESSENTIAL PILOT AGREEMENT TERMS

The PILOT Agreement entered into by the Agency and the Company with respect to the Facility shall contain such terms as the Agency deems necessary or appropriate, provided such PILOT Agreement shall comply with the terms described in this Exhibit B.

A. Definitions. Capitalized terms used in this Exhibit B not otherwise defined in this Exhibit B shall have the meaning set forth in the Agreement Approving PILOT Terms and Allocating PILOT Payments to which this Exhibit B is attached (the "PILOT Allocation Agreement"). For purposes of this Exhibit B, the following terms shall have the meanings set forth opposite them:

"Closing Date" means the date on which the closing and delivery of the deed occur with respect to the sale of the Land by GLDC to the Company.

"Construction Period" means the period of time beginning on the Closing Date and continuing through and including December 31, 2021.

"First PILOT Year" means the PILOT Year beginning on January 1, 2022 and continuing through and including December 31, 2022.

"PILOT Payment Period" means that period of time of up to twenty-five (25) years beginning on January 1, 2022.

"PILOT Year" means each period of twelve (12) months occurring during the PILOT Payment Period.

B. Obligation to Make PILOT Payments - General

1. Construction Period PILOT Payments. No PILOT Payments shall be required during the Construction Period.

2. PILOT Payment Period PILOT Payments. Within thirty (30) days after the beginning of each PILOT Year during the PILOT Payment Period (beginning with the First PILOT Year), the Company shall make an annual PILOT Payment to the Agency with respect to the Facility in the amount set forth for such PILOT Year on the attached Schedule 1. The Facility shall, upon the expiration or termination of the PILOT Agreement, become subject to real property taxation or the Company shall be required to make PILOT Payments in an amount equal to 100% of real property taxes that would be due if the Agency had no interest in the Facility.

C. Challenges to Assessed Value.

The Company may pursue review of the Facility's assessed value under Article 7 of the New York State Real Property Tax Law or any other law or ordinance then in effect relating to

disputes over assessed valuation of real property in the State of New York, and may take any and all other action available to it at law or in equity. If an Article 7 challenge is brought by the Company, the challenge to the assessment may not be used to modify or reduce the PILOT Payments due pursuant to the PILOT Agreement.

D. Waiver of Right to Other Real Property Tax Exemptions.

The Company will unconditionally and irrevocably waive its right, if any, to apply for and/or receive the benefit of, any other real property tax exemption including, without limitation, any real property tax exemptions that may be available under Section 485-b and Section 485-e of the Real Property Tax Law for so long as the PILOT Agreement is in effect.

E. No Recourse against GLDC.

Neither the Agency nor the Affected Tax Jurisdictions shall have any remedies against or seek recourse against GLDC and the sole recourse of the Agency and the Affected Taxing Jurisdictions shall be against the Company, and the Agency and the Affected Taxing Jurisdictions shall look only to the Company for the complete and sole satisfaction of any remedies for unpaid sums due under the PILOT Agreement.

F. PILOT Mortgage.

At the Agency's election, the Company's obligations under the PILOT Agreement shall be secured by a first-in-priority mortgage on the Company's interest in the Facility (the "PILOT Mortgage"), which PILOT Mortgage shall contain such terms as the Agency, GLDC and the GLDC Lenders deem necessary or appropriate.

G. Agency's Right to Modify Terms.

The PILOT Agreement terms described in this Exhibit B may be modified by the Agency, in its discretion, provided such modifications do not reduce the annual PILOT Payment due in any PILOT Year before the GLDC Project-Related Debt has been indefeasibly paid, in full.

[remainder of page intentionally left blank]

Schedule 1 to Exhibit B

PILOT Year	Date	Fixed PILOT Payment
1	1/1/22-12/31/22	\$384,404.59
2	1/1/23-12/31/23	\$384,404.59
3	1/1/24-12/31/24	\$384,404.59
4	1/1/25-12/31/25	\$384,404.59
5	1/1/26-12/31/26	\$384,404.59
6	1/1/27-12/31/27	\$439,319.53
7	1/1/28-12/31/28	\$439,319.53
8	1/1/29-12/31/29	\$439,319.53
9	1/1/30-12/31/30	\$439,319.53
10	1/1/31-12/31/31	\$439,319.53
11	1/1/32-12/31/32	\$494,234.47
12	1/1/33-12/31/33	\$494,234.47
13	1/1/34-12/31/34	\$494,234.47
14	1/1/35-12/31/35	\$494,234.47
15	1/1/36-12/31/36	\$494,234.47
16	1/1/37-12/31/37	\$549,149.41
17	1/1/38-12/31/38	\$549,149.41
18	1/1/39-12/31/39	\$549,149.41
19	1/1/40-12/31/40	\$549,149.41
20	1/1/41-12/31/41	\$549,149.41
21	1/1/42-12/31/42	\$658,979.29
22	1/1/43-12/31/43	\$658,979.29
23	1/1/44-12/31/44	\$658,979.29
24	1/1/45-12/31/45	\$658,979.29
25	1/1/46-12/31/46	\$658,979.29

Exhibit C

Percentage of PILOT Payments Received by Agency from the Company with respect to the Facility to be Allocated to Affected Tax Jurisdictions' Fund During each PILOT Year of the PILOT Payment Period

1		2
PILOT Year of PILOT Payment Period	Date	Percentage of PILOT Payments Received by Agency Allocated to Affected Tax Jurisdictions' Fund
1	1/1/22-12/31/22	0.12%
2	1/1/23-12/31/23	0.12%
3	1/1/24-12/31/24	0.12%
4	1/1/25-12/31/25	0.12%
5	1/1/26-12/31/26	0.12%
6	1/1/27-12/31/27	12.61%
7	1/1/28-12/31/28	12.61%
8	1/1/29-12/31/29	12.61%
9	1/1/30-12/31/30	12.61%
10	1/1/31-12/31/31	12.61%
11	1/1/32-12/31/32	35.59%
12	1/1/33-12/31/33	35.59%
13	1/1/34-12/31/34	35.59%
14	1/1/35-12/31/35	35.59%
15	1/1/36-12/31/36	35.59%
16	1/1/37-12/31/37	100.00%
17	1/1/38-12/31/38	100.00%
18	1/1/39-12/31/39	100.00%
19	1/1/40-12/31/40	100.00%
20	1/1/41-12/31/41	100.00%
21	1/1/42-12/31/42	100.00%
22	1/1/43-12/31/43	100.00%
23	1/1/44-12/31/44	100.00%
24	1/1/45-12/31/45	100.00%
25	1/1/46-12/31/46	100.00%



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 19-430

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

November 20, 2019

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

Dear County Executive Picente:

I enclose herewith a proposed Local Law extending the Hotel Occupancy Tax, which currently expires at the end of this year.

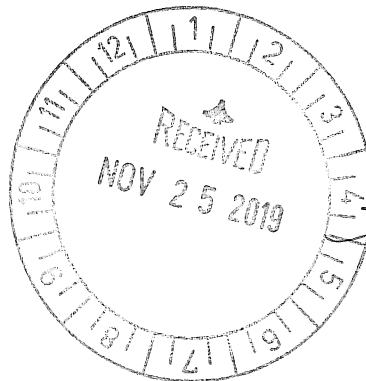
If you wish the tax to be extended, please forward to the Board for their approval at their December 18th meeting.

Very truly yours,

Robert E. Pronteau
Assistant County Attorney

Enc.

cc: Anthony Carvelli



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

Anthony J. Picente, Jr.
County Executive

Date 11-22-19

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Stephanie L. Tighe

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

November 21, 2019

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

FN 20 19-431

GOVERNMENT OPERATIONS

Re: Abstract Company License Agreements

WAYS & MEANS

Dear County Executive Picente:

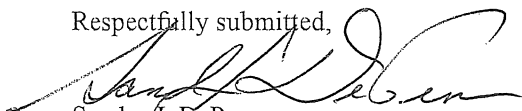
The license agreements between the County of Oneida, and the abstract and title companies currently located within the Clerk's Office in the County Office Building have expired. At this time, I respectfully request that the enclosed license agreement with Allied American Abstract Corp. be considered as a template for all such license agreements, for the following companies:

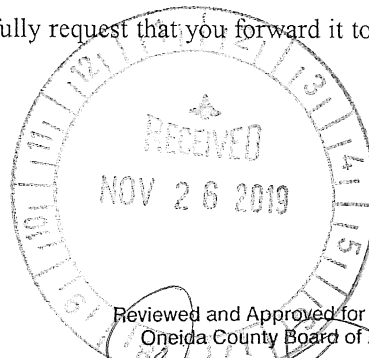
- Mohawk Valley Abstract Corporation
- Advantage Abstract Company, Inc.
- Stewart Title Insurance Company
- Allied American Abstract Corp.
- Leatherstocking Abstract, a division of Chicago Title

The agreement will be for an initial term of two years, with automatic renewal of one additional two-year term. The terms also include an option for the company to connect their computer to the Oneida County Index System within the licensed premises at an additional charge.

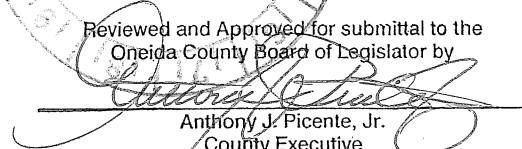
If this agreement meets with your approval, I respectfully request that you forward it to the Board of Legislators for action at their next meeting.

Respectfully submitted,


Sandra J. DePerno
Oneida County Clerk



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


Anthony J. Picente, Jr.
County Executive

Date 11-26-19

Oneida Co. Department: County Clerk

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: **Allied American Abstract Corp.**
181 Genesee Street, Suite 602
Utica, New York 13501

Title of Activity or Service: License Agreement for office space

Proposed Dates of Operation: November 1, 2018 – October 31, 2020, and
One (1) automatic renewal term:
November 1, 2020 – October 31, 2022

Client Population/Number to be Served: Oneida County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** A non-exclusive license, privilege and permission to enter upon, use, repair and maintain, a total of ninety-five square feet (95 ft²) of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building. The specific nature and location of the space so licensed is chosen within the sole discretion of the County, and may be subject to change at any time, subject to the needs of the County. Terminal connection to the County's Index System is provided at an additional (optional) fee.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$14,440.00 **Account # A1252 (Revenue)**
(over four years, plus additional [optional] fee)

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County\$) \$14,440.00 over four years, plus additional (optional) fee.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

LICENSE AGREEMENT

This Agreement (hereinafter the "Agreement"), made by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York (hereinafter the "Licensor"), and **Allied American Abstract Corp.**, a domestic business corporation organized and existing under the laws of the State of New York, with its principal office located at 181 Genesee Street, Suite 602, Utica, New York (hereinafter the "Licensee") (referred to collectively as the "parties"). The parties hereby agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain, a total of Ninety-Five Square Feet (95 ft²) of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (hereinafter the "Licensed Premises"). The specific nature and location of the space so licensed is chosen within the sole discretion of Licensor, and may be subject to change at any time, subject to the needs of Licensor.
2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives, may enter upon the Licensed Premises, at times and for purposes so designated to Licensee by Licensor, and Licensee shall have no claim on account of such entries, against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.
3. **Duration of License.** This Agreement, including the license granted hereby, shall be deemed to have taken effect on November 1, 2018 (the "Effective Date"). This Agreement shall end on October 31, 2020, unless earlier terminated as outlined below (the "Initial Term"). This Agreement shall then automatically renew for an additional two (2) year term, from November 1, 2020 until October 31, 2022 (the "Renewal Term"), unless either party provides the other with a minimum of sixty (60) days written notice prior to the expiration of the Initial Term that it does not desire to have this Agreement automatically renew.
4. **Revocation.** This Agreement, including the license granted hereby, is revocable at any time by Licensor. This Agreement may be terminated by Licensee, provided that Licensee provides Licensor with a minimum of sixty (60) days written notice of its intention to terminate. In the event of a termination or revocation on the part of Licensor, Licensee shall be entitled to a prorated refund of monies paid for the time period from the termination date to the end of the Term. In the event of a termination by Licensee, no refund shall be provided to Licensee by Licensor.

5. **Consideration.** During the Initial Term, Licensee shall pay to Licensor the sum of Thirty-Seven Dollars (\$37.00), per square foot, per year, for a total of Three Thousand Five Hundred Fifteen and 00/100 Dollars (\$3,515.00). During the Renewal Term, the sum shall increase to Thirty-Nine and 00/100 Dollars (\$39.00), per square foot, per year, for a total of Three Thousand Seven Hundred Five and 00/100 Dollars (\$3,705.00). Such payments shall be payable as follows:
- a. \$3,515.00, which shall be due and owing upon execution of this Agreement;
 - b. \$1,757.50, which shall be due and owing on November 1, 2019;
 - c. \$1,757.50, which shall be due and owing on May 1, 2020;
 - d. \$1,852.50, which shall be due and owing on November 1, 2020;
 - e. \$1,852.50, which shall be due and owing on May 1, 2021;
 - f. \$1,852.50, which shall be due and owing on November 1, 2021; and
 - g. \$1,852.50, which shall be due and owing on May 1, 2022.
6. **Photocopiers.** Licensee currently has a photocopier within the Licensed Premises. In exchange for the right to continue to use the photocopier within the Licensed Premises, Licensee agrees to pay an additional fee of One Hundred Thirty and 00/100 Dollars (\$130.00), per year. This additional fee shall be payable as follows:
- a. \$120.00, which shall be due and owing upon execution of this Agreement;
 - b. \$65.00, which shall be due and owing on November 1, 2019;
 - c. \$65.00, which shall be due and owing on May 1, 2020;
 - d. \$65.00, which shall be due and owing on November 1, 2020;
 - e. \$65.00, which shall be due and owing on May 1, 2021;
 - f. \$65.00, which shall be due and owing on November 1, 2021; and
 - g. \$65.00, which shall be due and owing on May 1, 2022.
7. **Computer Terminals.** Licensee shall have access to the public computer terminals located within the Oneida County Clerk's Office. Licensee may install its own computer within the Licensed Premises that shall be connected to the Oneida County Index System, for an additional fee of One Thousand One Hundred Sixty and 00/100 Dollars (\$1,160.00), per year. This additional fee shall be payable as follows:
- a. \$1,080.00, which shall be due and owing upon execution of this Agreement;
 - b. \$580.00, which shall be due and owing on November 1, 2019;
 - c. \$580.00, which shall be due and owing on May 1, 2020;
 - d. \$580.00, which shall be due and owing on November 1, 2020;
 - e. \$580.00, which shall be due and owing on May 1, 2021;
 - f. \$580.00, which shall be due and owing on November 1, 2021; and
 - g. \$580.00, which shall be due and owing on May 1, 2022.

Licensee should indicate its wishes with respect to having its own computer within the Licensed Premises on Exhibit "A," attached hereto.

8. **Light and Heat.** Licensor shall provide the Licensed Premises with lighting and heating/cooling in the same manner in which it provides such to the general public within its offices. No promises or representations of any kind are made to Licensee as to the nature, quality or general availability of said services provided.
9. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee "AS IS," "WHERE IS" and "WITH ALL FAULTS," and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.
10. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense, and without cost or expense to Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes. Licensee shall also keep the Licensed Premises neat, clean, and free of debris or other obstructions, and shall comply with any and all rules, regulations and requests of Licensor regarding the same.
11. **Equipment.** Licensee may install a telephone and a facsimile machine within the Licensed Premises. Such installations shall be conducted and maintained at the sole expense and responsibility of Licensee. Any additional installations of equipment or other machinery shall not be undertaken without the express written permission of Licensor.
12. **Alteration/Improvement of Licensed Premises.** No addition to, or alteration or improvement of, the Licensed Premises shall be made by Licensee without the prior written consent of Licensor, and is subject to any and all terms, conditions and/or insurance requirements, Licensor may reasonably require. All additions, alterations and improvements, of the Licensed Premises, including, but not limited to, trade fixtures, shall become the property of Licensor, and Licensee waives any and all claims for reimbursement therefor, except the installation of equipment provided for in section 11 of this Agreement, which may be removed by Licensee.
13. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any property damaged or destroyed by Licensee, or any of Licensee's authorized personnel. Alternatively, if required by Licensor, Licensee shall pay Licensor an amount sufficient to compensate for the loss sustained by Licensor by reason of damage to, or destruction of, Licensor's property.

14. Risk of Loss, Indemnification and Insurance.

- a. Licensee agrees to assume all risks of loss or damage to property, and injury or death to persons, by reason of anyone's use and occupation of the Licensed Premises, and will settle and pay any claims arising out of such use and occupation of the Licensed Premises, unless such loss, damage, personal injury or death, is determined by a court of competent jurisdiction to be the direct result of gross negligence and/or willful misconduct of Licensor. Licensee expressly waives all claims against Licensor and its officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death, caused by, or occurring as a consequence of, the conduct of activities or the performance under, or pursuant to, this Agreement, unless such loss, damage, personal injury or death, is determined by a court of competent jurisdiction to be the direct result of gross negligence and/or willful misconduct of Licensor. The provisions of this subsection shall survive the revocation, expiration or other termination, of this Agreement.

- b. To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's option, defend, Licensor and its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage and claims, brought by third parties for personal injury and/or property damage (collectively, "Damages"), arising out of, or in connection with, the exercise by Licensee of the rights and privileges granted by, or pursuant to, this Agreement, except to the extent such Damages are determined by a court of competent jurisdiction to be the direct result of gross negligence and/or willful misconduct of Licensor. The provisions of this subsection shall survive the revocation, expiration or other termination, of this Agreement.

- c. Licensee shall obtain and maintain, during the entire term of this Agreement, including any renewals thereof, insurance for the Licensed Premises against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, coverage for claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability (CGL) insurance with a combined single limit per occurrence in respect of bodily injury,

disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage), of not less than one million dollars (\$1,000,000), and an aggregate limitation of not less than three million dollars (\$3,000,000), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to Licensor with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor shall reasonably require. Deductibles, and terms and conditions, of such insurance shall be subject to Licensor's reasonable approval. All policies and certificates of insurance, shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in section 13(b) hereof. The aforesaid insurance shall name Licensor (for purposes of this form, specifically named as "Oneida County"), and any other parties required by Licensor, as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds (or loss payee in the case of property insurance). Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.

- d. Licensee shall also obtain and maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability insurance, with appropriate statutory limits. Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.
- e. Licensee waives all rights against Licensor, and its agents, officers, directors and employees, for recovery of damages, to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employer's Liability insurance, maintained per the requirements stated above.

15. **Corporate Status.** Licensee represents, warrants and covenants, that it is a domestic business corporation duly organized and validly existing under the laws of, or authorized to do business in, and in good standing with, the State of New York, and has the authority to enter into this Agreement.

16. **Sexual Harassment Policy.**

- a. Licensee represents, warrants and covenants, that it will use every reasonable effort to facilitate compliance with the Licensor's obligations under the Labor Law of the State of New York, by: (a) distributing the Licensor's then-current Sexual Harassment Policy and any supplemental materials thereto, to any and all employees or independent contractors, who will enter the Licensed Premises on behalf of the Licensee, on an annual basis; and (b) providing Licensor, a signed receipt for the same, from said employees or independent contractors, on an annual basis.
- b. Licensee represents, warrants, covenants and affirms, that it has a sexual harassment policy and provides annual training to its employees, in compliance with Section 201-g of the Labor Law of the State of New York.

17. **No Landlord-Tenant Relationship.** It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant, or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship.

18. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and/or conditions, but shall continue and remain in full force and effect, as if no such waiver had occurred.

19. **Partial Invalidity.** The invalidity of any portion of this Agreement will not, and shall not, be deemed to affect the validity of any other provision.

20. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid, in the interpretation of the provisions of this Agreement.

21. **Notices.** Any notice provided for, or concerning, this Agreement shall be in writing and shall be deemed sufficient when sent by registered or certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Agreement. All notices to Licensor shall be put to the attention of the County Attorney's Office.

22. **Modification of Agreement.** Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be binding only if evidenced in a writing signed by the parties.
23. **Attorney's Fees.** In the event that any action or proceeding arising out of, or with respect to, this Agreement is commenced by Licensor, Licensee will pay all of Licensor's costs and expenses in connection herewith including, but not limited to, Licensor's reasonable attorneys' fees, disbursements, expert witness fees and all other costs, including all such fees with respect to any appellate proceedings or any proceedings in bankruptcy.
24. **Expenses.** All expenses arising out of this Agreement shall be paid by Licensee.
25. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action or proceeding shall be filed in a court of competent jurisdiction in Oneida County, New York.
26. **Miscellaneous.** Notwithstanding anything to the contrary contained in this Agreement, Licensee acknowledges and agrees, that this Agreement allows only the temporary use of the Licensed Premises, and is not, and does not, constitute a commitment by Licensor to convey to Licensee the fee title, a leasehold or any other rights in or to, the Licensed Premises.
27. **Entire Agreement.** This Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agree to, all the terms and conditions contained in the Agreement, including Exhibit A and Addendum I (Standard Oneida County Conditions), which are attached hereto and made a part hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated.

LICENSOR:

County of Oneida

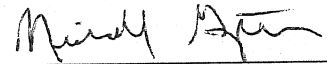
Dated: _____, 2019

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

LICENSEE:

Allied American Abstract Corp.

Dated: _____, 2019

By: 

Michael F. Gigliotti
President

ONEIDA COUNTY CLERK:

Dated: _____, 2019

By: _____
Sandra J. DePerno
County Clerk

Approved:

Sarah C. Hughes
Assistant County Attorney

EXHIBIT A

The undersigned, as Licensee in the attached License Agreement, hereby states the following with respect to its desire to have a computer of its own within the Licensed Premises (INITIAL ONE):

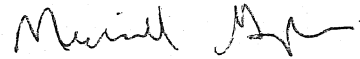
_____ Licensee **DOES** want to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. It is understood by the undersigned that such option will involve an additional fee, as detailed in the attached License Agreement.

X_____ Licensee **DOES NOT** want to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. No additional fees are involved.

LICENSEE:

Allied American Abstract Corp.

By: _____



Michael F. Gigliotti
President

ADDENDUM I - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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 identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in

accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



**ONEIDA COUNTY
DEPARTMENT OF PUBLIC
WORKS**

George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

November 26, 2019

FN 20 19-432

**PUBLIC WORKS
WAYS & MEANS**

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

Dear County Executive Picente,

Due to the extensive damage caused by the Halloween 2019 storm, additional funds are required in the County Road Fund's Other expenses account to complete emergency repairs on County highways and bridges.

FROM:	D3310.491 (Other Materials & Supplies)	\$110,000.00
TO:	D5110.495 (Other Expenses)	\$110,000.00

If you concur, I respectfully request that the Public Works and Ways and Means Committees consider this transfer of funds with presentation to the Board of Legislators at their regular scheduled meeting.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Christopher Burtch, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 11-26-19