

ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR DECEMBER 20, 2023 MEETING

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

FILE NO.

COMMITTEE

| | |
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| 2023-353 . . . | Read & Filed |
| 2023-354 . . . | Ways & Means |
| 2023-355 . . . | Ways & Means |
| 2023-356 . . . | Ways & Means |
| 2023-357 . . . | Ways & Means |
| 2023-358 . . . | Ways & Means |
| 2023-359 . . . | Ways & Means |
| 2023-360 . . . | Public Safety, Ways & Means |
| 2023-361 . . . | Public Safety, Ways & Means |
| 2023-362 . . . | Public Safety, Ways & Means |
| 2023-363 . . . | Public Safety, Ways & Means |
| 2023-364 . . . | Public Safety, Ways & Means |
| 2023-365 . . . | Public Safety, Ways & Means |
| 2023-366.1 . . . | Economic Development & Tourism, Ways & Means |
| 2023-366.2 . . . | Economic Development & Tourism, Ways & Means |
| 2023-367 . . . | Economic Development & Tourism, Ways & Means |
| 2023-368 . . . | Economic Development & Tourism, Ways & Means |
| 2023-369 . . . | Economic Development & Tourism, Ways & Means |
| 2023-370 . . . | Economic Development & Tourism, Ways & Means |
| 2023-371 . . . | Government Operations, Ways & Means |
| 2023-372 . . . | Government Operations, Ways & Means |
| 2023-373 . . . | Government Operations, Ways & Means |
| 2023-374 . . . | Government Operations, Ways & Means |
| 2023-375 . . . | Government Operations, Ways & Means |
| 2023-376 . . . | Public Works, Ways & Means |
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| 2023-382 . . . | Public Works, Ways & Means |
| 2023-383 . . . | Public Works, Ways & Means |
| 2023-384 . . . | Public Works, Ways & Means |
| 2023-385 . . . | Health & Human Services, Ways & Means |
| 2023-386 . . . | Health & Human Services, Ways & Means |

2023-387 . . . Health & Human Services, Ways & Means
2023-388 . . . Health & Human Services, Ways & Means
2023-389 . . . Health & Human Services, Ways & Means
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2023-391 . . . Health & Human Services, Ways & Means
2023-392 . . . Health & Human Services, Ways & Means
2023-393 . . . Health & Human Services, Ways & Means
2023-394 . . . Health & Human Services, Ways & Means
2023-395 . . . Health & Human Services, Ways & Means
2023-396 . . . Airport, Ways & Means
2023-397 . . . Airport, Ways & Means
2023-398 . . . Public Safety, Ways & Means

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Preserving the environment through integrated recovery and disposal.

October 25, 2023

Mr. Mikale Billard
 Clerk
 Oneida County Board of Legislators
 800 Park Ave.
 Utica, NY 13501

FN 20 23-353

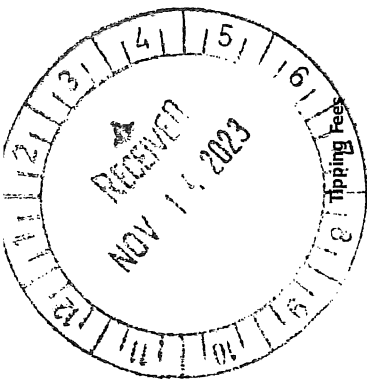
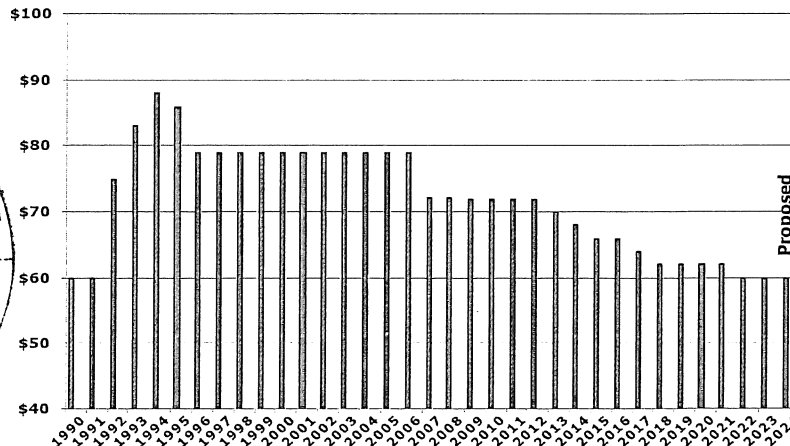
READ & FILED

Dear Mr. Billard:

I am pleased to submit the attached proposed 2024 budget for the Oneida-Herkimer Solid Waste Authority, pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005. Highlights of the Authority's proposed budget and rates for 2024 include:

- The Authority will maintain tipping fees for municipal solid waste (MSW), sludge, and local solid waste (LSW). All other rates will also remain the same.
- The Authority will maintain the rate for source separated organics (SSO) [food waste] of \$40 per ton. The Authority's SSO processing facility became operational in second quarter 2019 and will process SSO to be diverted from the landfill and converted to electricity.
- In 2024, the Authority will continue to offer two reduced tip fee programs to assist Oneida-Herkimer Counties and its municipalities. The first program provides for reduced tip fees for disposal of debris following a disaster, such as a flood (\$42.00 per ton). The second program provides for reduced tipping fees to assist Industrial Development Agencies and Developers related to Brownfield clean-up and Industrial Development Projects (\$42.00 per ton). Both programs require an application and Board approval.

ONEIDA-HERKIMER SOLID WASTE AUTHORITY
 Historical MSW Tipping Fees 1990-2023



BOARD OF DIRECTORS

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Authority Board Secretary

GET SOCIAL WITH THE AUTHORITY:



REVENUE HIGHLIGHTS

- 2024 projected tonnage estimates based upon 8-month actual tonnage in 2023 and a review of historical data.
- Sale of recyclables revenues forecasted with 8-month data from 2023, historical review and market projections for 2024.
- The out of county recyclables processing revenue has slightly increased with the projected annual tonnage from Oswego, Lewis and Fulton Counties. Projected revenue is \$892,000.
- The Authority projects six months of landfill gas revenue in anticipation of construction of the renewable natural gas operation coming online in 2025.
- Carbon credit revenue is budgeted through December 2024. Projected revenue is \$800,000.
- The Authority will continue to waive the permit fee for the haulers/businesses and municipalities for 2024.

EXPENSE HIGHLIGHTS

- Health insurance expense budgeted at 12.5% increase over 2023 premiums.
- Budget reflects \$465,000 of contracted direct payments made to the Town of Ava and the Town and Villages of Boonville, consistent with our Host Community Agreements.
- Fuel expense was budgeted at \$4.00 per gallon as the result of industry forecasts.
- Capital projects funded through tipping fees will be \$219,000 for 2024.
- Public education expenses are projected to be \$75,000.
- Workers' compensation budget is based upon 5-year average of the Authority's actual claims.
- The annual contributions to the NYS Retirement System will stay consistent with 2023 costs as rates have remained relatively the same.

MUNICIPAL BUDGETS

- The Authority manages the waste and recyclables collection systems for the City of Utica and the Village of Ilion, Frankfort, Mohawk, Herkimer and Dolgeville. The Authority currently maintains a separate accounting system for each municipality.

A public hearing and an overview of the proposed 2024 budget will be held preceding the November 20, 2023 Board meeting at 4:30 PM. A vote on the proposed 2024 budget is anticipated at the December 18, 2023 meeting.

Please feel free to contact me if you have any questions.

Sincerely,



William A. Rabbia
Executive Director

WAR/jmt



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 29, 2023

FN 20 23-354

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

JAMES J. MEANS

Honorable Members:

I submit herewith for your approval the appointment of three (3) members from the Oneida County Volunteer Firemen's Association to serve on the Oneida County Fire Advisory Board:

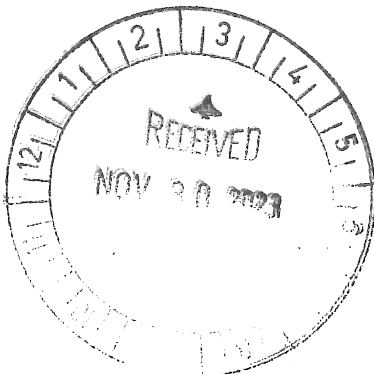
| | |
|--|---------------------------------|
| Tom Dwyer – New York Mills Fire Department | Term Expiring December 31, 2025 |
| Thomas Rothdiener – Oriskany Fire Department | Term Expiring December 31, 2025 |
| Phil Dana, Jr. – Floyd Fire Department | Term Expiring December 31, 2025 |

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

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive



Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

FN 20 23-355

November 21, 2023

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

WAYS & MEANS

Re: Request for Extended Sick Leave with Pay for Michael Gerardi

Dear County Executive Picente:

Attached, please find correspondence from Sheriff, Robert M. Maciol, requested extended sick leave with pay for Michael Gerardi, a Correction Officer in the Oneida County Sheriff's Office.

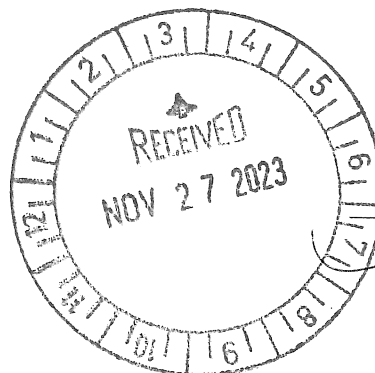
Mr. Gerardi began his employment with the County on May 8, 2008, and has fifteen (15) years of continuous service with the County. Pursuant to the Oneida County Personnel Rules, he may be granted up to forty (40) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forwarded to the Board of Legislators for consideration at their December 20, 2023 meeting. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

November 13, 2023

FN 20 23-356

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

WAYS & MEANS

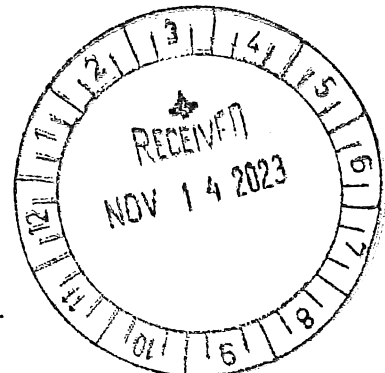
**Re: Collective Bargaining Agreement Between the County of Oneida/Mohawk Valley
Community College and United Public Service Employees Union – Blue Collar Unit**

Dear County Executive Picente:

I am pleased to report that the County of Oneida/Mohawk Valley Community College and the United Public Service Employees Union – Blue Collar Unit (UPSEU) have reached a tentative agreement for a new five (5) year collective bargaining agreement that covers the period of January 1, 2024 through December 31, 2028. Negotiations for this agreement began on August 29, 2023, and concluded after five (5) sessions on October 10, 2023. UPSEU membership approved this agreement by a vote of 115-24

The highlights of this agreement are as follows:

- Salary
 - There is a new salary schedule for the entire unit that raises starting salaries to assist with recruitment, and also raises salaries at various steps to assist with retention. This new salary schedule will go into effect January 1, 2024.
 - On-Step increases in years 2025 – 2028 are 3% in addition to step movement.
 - Off-Step increases in years 2024 – 2028 are 4% each year with an additional \$1,000 off-step differential.
- Longevity increases to further assist with employee retention.
 - \$1,000 in longevity pay upon five years of service.
 - \$200 per year after that, for up to 25 years of service.
 - Longevity payments cap at \$5,000 after 25 years.
- Shift Differential increases in the majority of departments.
 - 2nd shift increasing from \$.75 per hour to \$2.00 per hour.
 - 3rd shift increasing from \$.80 per hour to \$3.00 per hour.



- For employees working 12 hour shifts, shift differential increasing from \$2.00 per hour to \$4.00 per hour for 2nd shift.
- Enhanced salary provisions for promotions to incentivize promotion from within.
- \$5,000 per year incentive payments for employees holding and utilizing specialized licenses for the County's benefit including:
 - CDL A license;
 - Professional Engineer License;
 - Professional Land Surveyor License; and
 - Certified Motor Vehicle Inspector License.
- Salary grade reallocations as follows:
 - Assistant Chief Wastewater Treatment Plant Operator from 36B to 37B
 - Chief Wastewater Disposal Solids Operator from 34B to 35B
 - Senior Wastewater Treatment Plant Operator from 29B to 30B
 - Wastewater Treatment Plant Operator from 27B to 28B
 - Airport Maintenance Worker from 15B to 18B
 - Airport Maintenance Supervisor from 17B to 21B
 - Superintendent of Airport Maintenance from 30B to 31B
 - Assistant Superintendent of Buildings & Grounds from 24B to 25B
 - District Supervisor from 22B to 25B
 - Heavy Equipment Mechanic Supervisor from 22B to 25B

There are some additional changes detailed in the tentative agreement, a copy of which is attached herewith.

I believe that this contract is fair to the employees and the taxpayers, while also advancing the County to position us competitively to recruit and retain employees. As such, I recommend approval of this agreement and ask that you forward this request to the Board of Legislators for consideration at their December 2023 meeting.

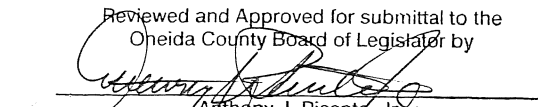
Last, I would like to thank both negotiating teams for their efforts in bringing this matter to conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this agreement.

Respectfully submitted,


Amanda L. Cortese-Kolasz

Enclosure

cc: Comptroller
County Attorney
Budget Director

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

Anthony J. Picente, Jr.
County Executive
Date 11-13-23

MEMORANDUM OF AGREEMENT

by and between

THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (BLUE COLLAR UNIT)

WHEREAS, the Collective Bargaining agreement between the County of Oneida/Mohawk Valley Community College (the "County") and the United Public Service Employees Union (Blue Collar Unit) ("UPSEU") will expire on December 31, 2023; and

WHEREAS, the parties have reached a settlement for a successor collective bargaining agreement for the period of January 1, 2024 to December 31, 2028, and wish to commit such to writing;

NOW, THEREFORE, the parties hereto agree that the current Collective Bargaining Agreement and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified (items to be deleted are ~~stricken~~, and new language is bold, underlined, and italicized):

ARTICLE 6 – MEMBERSHIP DUES AND UNION SECURITY

6.9 The County agrees that it will allow an aggregate maximum of ~~fifteen (15) days~~ fifty-six (56) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU conferences, conventions, meetings, or special sessions or training upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time. *The County agrees that it will allow an aggregate maximum of one hundred twelve (112) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU training upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time.* For purposes of this Section, the Union agrees to correspond with the Department Head involved and the Commissioner of Personnel thirty (30) days in advance whenever practicable and inform them of the exercise of these rights.

The Commissioner of Personnel shall have the approval, so far as record-keeping only is concerned, as to whether the UPSEU member will attend with pay or upon his or her own time such as compensatory time, vacation, personal leave, or leave without pay. Special delegates' meetings may be attended only on approval of the County Executive and not be subject to the maximum above.

ARTICLE 9 – ADMINISTRATION OF THE SALARY SCHEDULE

9.1 Salary

- A. On January 1, 2024, the 2023 salary schedule shall be eliminated and replaced with the 2024 salary schedule attached hereto. Employees who would have been placed on Step 6 or Step 7 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 1 of the 2024 salary schedule. Employees who would have been placed on Step 8 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 2 of the 2024 salary schedule. Employees who would have been placed on Step 9 or Step 10 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 3 of the 2024 salary schedule. Employees who would have been placed on Step 11 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 4 of the 2024 salary schedule. Employees who would have been placed on Step 12 or Step 13 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 5 of the 2024 salary schedule. Employees who would have been placed on Step 14 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 6 of the 2024 salary schedule. Employees who would have been placed on Step 15 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 7 of the 2024 salary schedule. On January 1, 2025, the 2024 schedule shall be increased by 2.53% to create the 2025 schedule, and, on January 1, 2026, the 2025 schedule shall be increased by 3.5% to create the 2026 schedule. On January 1, 2027, the 2026 schedule shall be increased by 3% to create the 2027 schedule. On January 1, 2028, the 2027 schedule shall be increased by 3% to create the 2028 salary schedule.
- B. Each employee shall be eligible for annual step movement on the 20225, 2026, 2027 and 20238 schedule with step movement occurring on January 1, 20225, January 1, 2026, January 1, 2027 and January 1, 20283. However, new employees hired subsequent to September 30th of any calendar year will remain at the first step Step 6 until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching Step 15 the last step of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.
- C. ~~Any employee who was "off step" in 2021, and whose base salary for 2022 taking into consideration the previously negotiated 2.75% increase to the base salary for employee's "off step," would have resulted in a base salary between Step 13 and Step 14, or equal to Step 14 on the 2022 salary schedule shall be placed at Step 14 of the 2022 salary schedule and shall progress pursuant to Article 9 of the Collective Bargaining Agreement thereafter. Any employee who was "off step" in 2021, and whose base salary for employee's "off step," would have resulted in a base salary between Step 14 and Step 15, or equal to Step 15 on the 2022 salary schedule shall be placed at Step 15 of the 2022 salary schedule and shall progress pursuant to Article 9 of the Collective Bargaining Agreement.~~

~~D.C.~~ — Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a ~~4.254%~~ increase to his/her salary effective January 1, 2024, January 1, 2025, January 1, 2026, January 1, 2027 and January 1, 2028~~3~~. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

~~E.D.~~ Step 2, Step 3, Step 4 and Step 5 shall be eliminated from the salary schedule effective January 1, 2022 such that Step 6 shall be the new starting salary on the schedule. Any employee that is at Step 2, Step 3, Step 4 or Step 5 on January 1, 2022 shall be moved to Step 6.

~~F.~~ Effective January 1, 2022, there shall be two (2) additional steps added to the salary schedule, namely Step 14 and Step 15.

9.2 Permanent, Provisional and Contingent Permanent Promotions

When an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the same step in the new grade that the employee was at in the lower grade, lowest step of his/her new salary grade which provides a salary increase of at least \$800. Effective January 1, 2019, when an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the lowest step of his/her new salary grade which provides a salary increase of at least \$1,200.

9.3 Demotion and Exercise of Seniority Displacement Rights

When an employee is demoted (voluntarily or involuntarily) or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the same step of the lower grade that the employee was at in the higher grade, step within the lower grade closest to but in no case greater than the salary he/she is currently receiving. Effective January 1, 2019, when an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the step within the lower grade closest to but at least \$1,200 less than the salary he/she is currently receiving.

9.4 Layoff and Recall

When an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into the same title held at the time of the layoff, that employee shall be paid at the same step he/she was paid immediately prior to layoff. Effective January 1, 2019, when an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB

SECURITY into a lower grade title than that held at the time of the layoff, the employee be placed at the same step of the lower grade that he/she was at in the higher grade at the time of the layoff. will move to the step within the lower grade closest to but at least \$1,200 less than the salary he/she is currently receiving.

9.7 Starting Salary

New employees shall normally be paid at the first (1st) Step of the grade. However, when a Department Head demonstrates severe and continued recruitment difficulty for a specific job title, the County reserves the right to hire up to the third (3rd) Step on the salary schedule. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any employee in that job title whose salary falls below the new starting salary shall have his/her salary raised to the same level as that of the new starting salary.

9.8 Retroactivity

Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her ~~20242~~ base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, ~~20242~~ and said payroll period.

9.9 Longevity

~~Each employee in the defined negotiating unit shall receive \$300 after the completion of five (5) years of service, an additional \$400 after the completion of ten (10) years of service, an additional \$500 after the completion of fifteen (15) years of service, an additional \$600 after the completion of twenty (20) years of service, and an additional \$700 after the completion of twenty-five (25) years of service.~~

~~Employees eligible for a longevity payment will receive the cumulative amount specified in this Agreement, to be paid on a pro-rata basis each pay period unless such sum is less than the current remuneration. The sum scheduled in this shall be used when it exceeds the amount an employee is receiving.~~

Each employee covered by this Agreement shall receive \$1,000 after the completion of five (5) years of service. Thereafter, beginning with the completion of six (6) years of service and continuing until completion of twenty-five (25) years of service, each employee covered by this Agreement shall receive an additional \$200 per year. Longevity payments shall be capped at \$5,000 per year after completion of twenty-five (25) years of service. Longevity shall be added to base pay for all purposes and paid as part of the biweekly paycheck. In calculating years of service, the employee will earn the longevity increment upon reaching their anniversary date.

9.11 Shift Differential

Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving ~~seventy-five cents~~ two dollars

(\$2,000.75) extra for hours worked on the second shift and ~~three dollar~~eighty cents (\$3,000.80) for hours worked on the third shift.

Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

Any employee who is not regularly assigned to a shift other than a normal, usual day work shift, but who is required to work on such a shift, shall receive the aforementioned shift differential pay only for the days/hours he/she actually works on such shift.

9.13 Unscheduled Call-Out Incentive

In recognition that certain employees of the Department of Public Works (including the Highways and Bridges Division, Building Maintenance Division, and the Oneida County Airport) and certain employees of the Wastewater Pollution Control Department and MVCC's Maintenance Division are engaged in winter snow and ice removal activities and must be responsive to unscheduled call-outs, and to ensure an acceptable level of service by such employees, the following call-out incentive response plan will be in operation:

A. In instances where an employee is called out ten (10) or more times during the season and:

Responds To:

Receives:

75% calls

~~Effective January 1, 2022~~ \$500

85% calls

~~Effective January 1, 2022~~ \$1,250

95% calls

~~Effective January 1, 2022~~ \$2,500

100% calls

~~Effective January 1, 2022~~ \$5,000

~~B. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

~~C.B.~~ Employees who respond to an unscheduled call-out for winter snow and ice removal on a day they are not regularly scheduled to work, or a Holiday designated in 13.3 of the Collective Bargaining Agreement shall be paid at two (2) times their regular rate of pay if and only if they choose to earn it as pay. Any employee who chooses to earn this compensation as compensatory time will continue to earn the same pursuant to the overtime pay and holiday provisions of the Collective Bargaining Agreement.

9.14 One-Person Plowing Bonus Pay

Each employee of the Highways and Bridges Division of the Department of Public Works who is assigned to the one-person snow plowing (OPP) program shall receive a bonus payment at a rate

of Seven Dollars (\$7) per hour ~~effective January 1, 2022~~, for each hour that the employee is actually engaged in such work activity. Such work time shall be rounded off to the nearest quarter hour. The bonus amount shall be paid biweekly and included in the employee's regular biweekly paycheck. Although the OPP is presently limited to state highways, employees will also receive this bonus if the OPP is extended to local highways in the County.

9.15 Any individual full time employee who is required to and does hold a certified motor vehicle inspector license as part of his/her job specification that holds a certified motor vehicle inspector license shall receive an annual bonus of \$5,000 per year, to be paid on a pro-rata basis each pay period. The County may extend this bonus payment to full time employees who hold titles that do not require a certified motor vehicle inspector license, but for whom inspection of motor vehicles is closely related to the job duties in the discretion of the County that hold a certified motor vehicle inspector license.

9.16 Any full time employee who performs engineering duties for the County and who obtains his/her Professional Engineer License shall receive an annual bonus of \$5,000 per year, to be paid on a pro-rata basis each pay period.

9.17 Any full time employee who performs land surveying duties for the County and who obtains his/her Professional Land Surveyor License shall receive an annual bonus of \$5,000 per year, to be paid on a pro-rata basis each pay period.

9.18 Any full time employee that holds a New York State Commercial Driver's License (CDL) Class A and meets all of the below requirements will receive an Annual Bonus of \$5,000 to be paid out in a lump sum in the first paycheck covering a December date.

- a) Must maintain license from January 1 through November 30 of the current calendar year.
- b) Must prove competence with combination vehicle types as described in New York State Commercial Driver's Manual section I, figure 1.1*.
- c) Must utilize CDL Class A license for assignment by the County a total of at least five (5) times between the January 1 of the previous calendar year and November 30 of the current calendar year.
- d) Did not refuse any lawful assignment in the between January 1 of the previous calendar year -and November 30 of the current calendar year-and/or previous entire calendar year.
- e) Competency and assignment of duties related to operating Combination vehicles and equipment requiring a Class A CDL are at the discretion of Supervisors.

9.19 Each full time employee who is "off the schedule" in 2024, 2025, 2026, 2027 and 2028 shall receive an off-step differential of \$1,000, to be paid on a pro-rata basis each pay period. The off-step differential shall not be added to the base salary for purposes of calculation of the future year's base salary. The off-step differential shall be added to base pay for purposes of

determining the employee's hourly rate in each calendar year such off-step differential is received.

ARTICLE 10 – WORK HOURS

10.4 Water Pollution Control 12 Hour Shift

E. Each employee who is regularly assigned to the "2" shift or who is scheduled to work all of the hours or some of the hours of the "2" shift will be compensated by receiving effective ~~January 1, 2022, Two Dollars (\$2.00)~~ four dollars (\$4.00) per hour extra, as shift differential, for hours worked on the "2" shift. Employees who are regularly assigned to the "2" shift will receive the shift differential for any vacation, holidays, sick leave and personal leave used. Any employee who is not regularly assigned to the "2" shift but who is required to work all of the hours or some of the hours of the "2" shift shall receive the aforesaid shift differential only for the hours he/she actually works on the "2" shift.

10.5 Senior Public Safety Officer and Supervising Public Safety Officer Twelve (12) Hour Shift

A. The parties agree that the exemption for law enforcement personnel under the Fair Labor Standards Act ("FLSA") has been implemented as to ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers.

B. ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers shall be assigned to twelve (12) hour shifts following a "Pitman Schedule," where shifts are rotated as follows over the course of a fourteen (14) day period: [2 days on, 3 days off], [2 days on, 2 days off], [3 days on, 2 days off]. The start and end days of said fourteen (14) day period will be set by MVCC to coincide with MVCC's payroll periods.

C. There shall be a "Shift 1" and a "Shift 2." The start and end times of said shifts shall be set in the sole discretion of the Department Head. Any modification to the start and end time of said shifts shall be made no less than two (2) weeks advance notice posted in the proper place, except in an emergency.

D. ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers shall earn overtime in accordance with the FLSA. The FLSA "work period" shall be a fourteen (14) day period that coincides with MVCC's payroll periods. ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers shall earn overtime after working in excess of eighty-four (84) hours in the "work period." Overtime may be earned as paid time at 1.5 times the hourly rate, or earned as compensatory time.

E. ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers assigned to these twelve (12) hours shifts shall bid for assignment to Shift 1 and Shift 2 by seniority as it is defined in the Collective Bargaining Agreement. The Department Head shall have the sole discretion to determine staffing levels assigned to each shift.

1. For purposes of initial implementation of this schedule, shift bidding shall be opened up to affected ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers within seven (7) days of final execution of this MOA, and shall remain open for a seven (7) day period. Thereafter, within fourteen (14) days of the close of shift bidding, the Department Head shall advise ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers of the shift they are assigned to and their work schedule which shall commence at the beginning of the next payroll period.

2. Each year thereafter, shift bidding shall be open to affected ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers from November 1, through November 15 of each year, and shift assignments shall be made no later than November 30 of each year, for shifts that will commence the immediately following calendar year on January 1.

3. If a shift is not filled by bid, the Department Head shall assign shifts based upon inverse seniority.

4. The Department Head retains the right to reassign ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers to a particular shift for just cause based upon reasonable criteria including, but not limited to: (1) disciplinary problems; (2) training; (3) personality conflicts within shift that affect operations; (4) job performance concerns; (5) need for shifting manpower; and (6) adjustments made necessary by temporary or permanent vacancies.

5. Placement within a particular squad once shift assignment is made shall be at the sole discretion of the Department Head.

F. Shift differential for Shift 2 shall be ~~four~~ two dollars (~~\$4,002.00~~) per hour. All other provisions of the Collective Bargaining Agreement regarding eligibility and applicability of shift differential shall remain applicable to ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers.

G. If a Senior Public Safety Officer who is assigned to work Shift 2 is required to report for Jury Duty or attend a court proceeding to testify in his/her capacity as a Senior Public Safety Officer, he/she shall notify the Department Head as soon as practicable after receiving a summons or subpoena, and the Department Head shall alter the Senior Public Safety Officer's schedule to ensure that the Senior Public Safety Officer has no less than eight (8) hours off duty between the start and/or end of a work shift and appearance for Jury Duty or court testimony.

H. Whenever practicable, overtime opportunities shall be posted with ninety-six (96) hours advance notice, and ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers shall be given the opportunity to volunteer for said overtime opportunities. Overtime will be assigned to volunteers according to seniority. In the event no volunteer is available to cover shift, the Department Head shall assign overtime to ~~Senior Public Safety Officers~~ Senior Public Safety Officers and Supervising Public Safety Officers in order of inverse

seniority using a rotating list whereby once a Senior Public Safety Officer is assigned involuntary overtime, he/she shall move to the bottom of the list. Assignment of overtime shall also be subject to the following conditions:

1. No Senior Public Safety Officer shall be forced to work overtime that will result in the Senior Public Safety Officer working more than eighteen (18) consecutive hours.
2. If no on-duty Senior Public Safety Officer can be ordered to work the overtime without exceeding the limitation in H(a) above, a Senior Public Safety Officer from the following shift may be ordered to report early using the selection method detailed hereinabove.

ARTICLE 12 - RETIREMENT

12.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement. Upon retirement, the first one hundred sixty-five (165) days of an employee's accumulated sick leave days will be applied towards Section 41(j). The employee will be paid ~~\$30.00~~60.00 per day for each accumulated sick leave day above the first one hundred sixty-five (165) days~~between one hundred sixty-six (166) days and two hundred (200) days.~~

ARTICLE 17 - JOB SECURITY

17.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by ~~email-interoffice mail~~ to the Oneida County-issued email address to each recognized Union Steward. In the event that a Union Steward does not have an Oneida County-issued email address, said announcements shall be sent to him/her by interoffice mail. The Union shall furnish a list of such Stewards. UPSEU shall also be furnished copies of such announcements at its ~~Utica office~~ via email.

ARTICLE 19 - DRESS CODE

Appropriate dress for all employees of all Departments in Oneida County, as established by the Dress code Policy, shall be worn on all normal working days. Any employee who is disciplined because of inappropriate dress may appeal the action taken to a three (3) member committee, comprised of the UPSEU President, or his/her designee; the Commissioner of Personnel~~Director of Labor Relations~~, or his/her designee; and the UPSEU Attorney, or his/her designee. Any costs involved will be shared by UPSEU and the County equally.

Any employee bringing an issue before this committee must do so in writing within five (5) days from the time of the disciplinary action. The committee's decision will be rendered within ten (10) days from the date it receives written notice from the aggrieved employee. The decision of this

committee shall be final and binding and not subject to Civil Service Law § 75, nor Articles 25 and 27 of this Agreement.

ARTICLE 21 – HEALTH INSURANCE COVERAGE

21.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially equivalent to or better than those provided by which existed under the traditional health benefit program in existence immediately prior to the execution of this Agreement subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:

- A. ~~The prescription drug plan benefit under the traditional health plan shall be modified to a three-tier \$5/\$20/\$35 co-payment system; and~~
- B. ~~The annual cash deductible under the traditional health plan will be \$100 per person, subject also to a \$300 maximum per covered family.~~
- C. ~~The individual major medical benefit under the traditional health plan will be a \$100,000 annual maximum/\$1,000,000 lifetime maximum level.~~
- D. ~~The traditional health plan will also be modified to add specified benefits, for preventive care services such as well baby care, preventive and primary care services for covered dependent children, preventive care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph B above.~~
- E. ~~The LBS traditional plan will not be available to employees hired after January 1, 2016. The County reserves the right to reopen the LBS traditional plan with notification to the UPSEU.~~
- F. ~~Employees may enter one of the health insurance plans during the open enrollment period as determined by the Health Insurance Office.~~

21.2 ~~The County shall also offer each employee and his/her eligible dependents the option of participating in the current single health maintenance organization (HMO) or a Point of Service plan (POS) in lieu of participation in the County's traditional health and prescription drug plan.~~ The HMO or POS shall have a three tier \$5/\$20/\$40 co-payment system for prescription drugs. If an employee chooses HMO or POS coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.

21.23 Premium Cost Sharing for Health Benefits (exclusive of dental)

The County shall assume one hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984 and eighty percent (80%) of the gross premium

cost of health benefits for unit employees hired on or after January 1, 1984, according to the category (individual, 2-person, family), based on the type of plan (traditional, HMO, or POS) selected by the employee.

21.34 Premium Cost Sharing for Dental Benefits

~~The County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. The County shall contribute up to twenty-five dollars (\$25.00) per month per covered employee for a dental program offering individual and dependent coverage, as soon as practicable. The employee shall bear the remaining cost of said dental benefits. UPSEU The County shall select the dental carrier after consultation with the County that provides substantially equivalent or better benefits than those which exist in 2023. Such dental carrier must be licensed or authorized to provide dental benefits in New York State. No Union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a Union benefit fund.~~

21.45 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage (subject to the limitation under Section 21.4 above) referred to in this Article, so long as the new coverage and benefits are substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the Union prior to any such change. However, the County will not be responsible for changes beyond its control unilaterally imposed by an insurance carrier or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by insurance carriers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any claim disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

21.56 The County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. Each year in lieu waiver forms must be filed in the Health Insurance office by December 31st for the following year.

| | |
|---|------------------------|
| Individual | \$500 300 |
| Individual & Minor Dependents <u>2 Person</u> | \$750 600 |
| Family | \$1,000 750 |

If an employee who has opted out of the County Health Insurance Program wishes to reenter, he/she may do so during the open enrollment period as determined by the Health Insurance Office. Any employee who is covered as a dependent in the Oneida County Health Insurance Plan is not eligible for the said Lump Sum Payment.

21.67 Data provided by the insurance carriers pertaining to paid claims and rates will be made available to the Union for review, comments, or suggestions, provided that such data is not specifically exempted from disclosure by state or federal statute or if disclosed would result in an unwarranted invasion of personal privacy.

21.78 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

21.98 The County will offer, at no cost to the employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating employees the option of paying the employee's share of the group health and dental premiums on a pre-tax basis in accordance with IRS regulations.

ARTICLE 22 – GRADUATE CREDIT HOURS PAY

22.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive ~~Eight~~Four Hundred Dollars (\$~~800~~400) per annum in additional compensation. Employees achieving a sixty (60) hour job-related Master's Degree will receive Five Hundred ~~One Thousand~~ Dollars (\$~~1,000~~500) per annum in additional compensation. Payments will be made on a pro-rata basis each pay period after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.

ARTICLE 27 – DISCIPLINE AND DISCHARGE PROCEDURE

27.7 Upon written request of the employee to the Commissioner of Personnel, a written reprimand shall be removed from the employee's personnel file after two (2) years have passed from the date of the notice of reprimand.

ARTICLE 28 – REVIEW OF REALLOCATION AND RECLASSIFICATION

28.1 The County agrees to review requests made by UPSEU for reallocation and reclassification of titles within the defined unit, including Mohawk Valley Community College.

The parties agree to meet and discuss the requests.

ARTICLE 29 – MISCELLANEOUS

29.1 Emergency Closing

When there is an emergency closing of County facilities, as determined solely by the County Executive (or where applicable the President of MVCC), due to inclement weather conditions, affected employees may be released from duty with no loss of pay or benefits. Those employees who are not released from duty as determined solely by the County Executive (or where applicable the President of MVCC), or his/her designee, shall receive compensatory time off for such time worked. When such an emergency closing also happens on one of the holidays designated in section 13.3, any employee who was required to work on the holiday, and subsequently required to remain on duty during the emergency closure shall receive the benefit of both this section and section 13.3.

29.6 Seasonal Duties

The County agrees to pay a one-time lump sum payment, the first payday following the close of the snow season (April 15th) to those employees in the Department of Public Works, Division of Highways and Bridges, who have been designated by the Commissioner of Public Works as Snow Inspectors for the foregoing season.

This payment will be in the amount of Twenty-Five Hundred Dollars (\$2,500.00) per season effective January 1, 2022, and will be pro-rated based upon the number of work days the individual employee was assigned to Snow Inspector duties.

~~The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

~~29.8 Overtime/Water Pollution Control~~

~~The County will sit with UPSEU and the Commissioner of Water Pollution Control regarding overtime provisions at the facility.~~

*[*Renumber remainder of sections of the article]*

ARTICLE 32 – CONTINUATION

32.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 202~~3~~³.

32.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 202~~3~~³, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the 202~~3~~⁴ County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, 202~~3~~³, this Agreement shall be automatically continued for the 202~~3~~⁴ budgetary year at the same terms and conditions of the 202~~3~~³ budgetary year.

In addition to the modifications to language in the Collective Bargaining Agreement detailed hereinabove, the parties have agreed to the following additional changes:

1. Salary Grades shall be reallocated as follows:

Assistant Chief Wastewater Treatment Plant Operator from 36B to 37B

Chief Wastewater Disposal Solids Operator from 34B to 35B

Senior Wastewater Treatment Plant Operator from 29B to 30B

Wastewater Treatment Plant Operator from 27B to 28B

Airport Maintenance Worker from 15B to 18B

Airport Maintenance Supervisor from 17B to 21B

Superintendent of Airport Maintenance from 30B to 31B

Assistant Superintendent of Buildings & Grounds from 24B to 25B

District Supervisor from 22B to 25B

Heavy Equipment Mechanic Supervisor from 22B to 25B

2. Upon ratification of this Memorandum of Agreement, the memorandum of agreement between UPSEU and the County providing for COVID-19 Paid Emergency Leave shall terminate in its entirety.

This Memorandum of Agreement is subject to the approval of the Oneida County Board of Legislators, the Mohawk Valley Community College Board of Trustees and ratification of the membership of UPSEU.

Each respective negotiating committee agrees to recommend this Memorandum of Agreement for approval and ratification.

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FOR THE COUNTY:



Amanda L. Cortese-Kolasz
Commissioner of Personnel



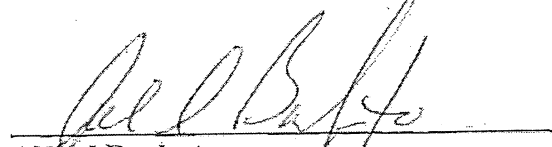
Crystal Marceau
Executive Director of Human Resources
MVCC



Thomas B. Keeler
Budget Director

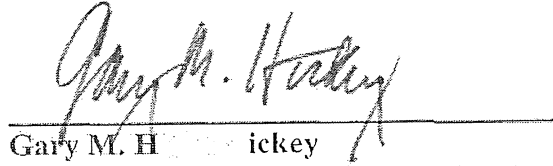


Matthew S. Baisley
Commissioner of Public Works



Alfred Barbato
Purchasing Director

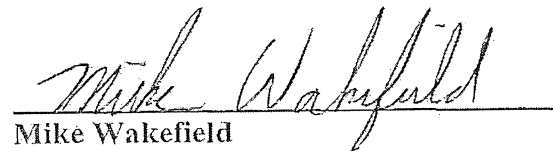
FOR THE UNION:



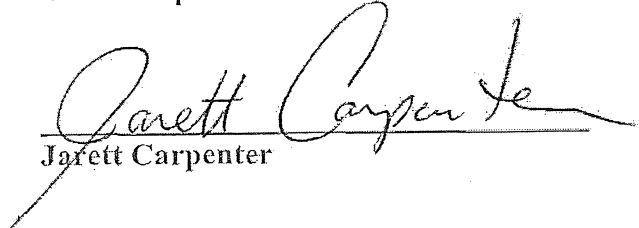
Gary M. Hickey
Executive Vice President/Regional
Director



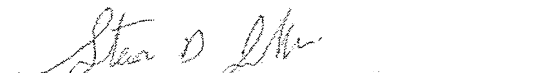
Tim Cottrell
Labor Relations Representative




Mike Wakefield
Chief Shop Steward



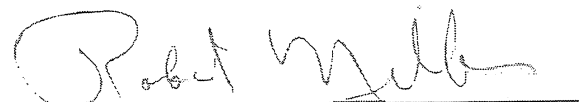
Jarett Carpenter



Steven Jeffers



Frederick Wehrenberg



Robert Miller

2024 UPSEU BLUE COLLAR - "B" SCALE (PROPOSED)

| GRADE | STEP | STEP | STEP | STEP | STEP | STEP | STEP |
|-------|--------|--------|--------|--------|--------|--------|--------|
| NEW | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8B | 30898 | 31839 | 34122 | 35411 | 38141 | 39534 | 40978 |
| 9B | 31636 | 32601 | 34944 | 36265 | 39066 | 40495 | 41976 |
| 10B | 32486 | 33479 | 35888 | 37246 | 40126 | 41594 | 43117 |
| 11B | 33379 | 34400 | 36880 | 38278 | 41243 | 42755 | 44323 |
| 12B | 34369 | 35422 | 37981 | 39423 | 42481 | 44042 | 45659 |
| 13B | 35367 | 36452 | 39089 | 40576 | 43728 | 45335 | 47001 |
| 14B | 36492 | 37615 | 40342 | 41877 | 45138 | 46801 | 48525 |
| 15B | 37624 | 38785 | 41601 | 43188 | 46553 | 48270 | 50049 |
| 16B | 38841 | 40041 | 42952 | 44592 | 48073 | 49849 | 51689 |
| 17B | 40166 | 41409 | 44425 | 46124 | 49729 | 51567 | 53473 |
| 18B | 41484 | 42770 | 45890 | 47647 | 51378 | 53279 | 55252 |
| 19B | 42887 | 44216 | 47447 | 49268 | 53130 | 55099 | 57142 |
| 20B | 44395 | 45774 | 49122 | 51010 | 55015 | 57057 | 59174 |
| 21B | 45902 | 47330 | 50797 | 52752 | 56898 | 59013 | 61207 |
| 22B | 47595 | 49081 | 52681 | 54711 | 59016 | 61212 | 63489 |
| 23B | 49286 | 50825 | 54560 | 56665 | 61129 | 63405 | 65765 |
| 24B | 51068 | 52666 | 56542 | 58726 | 63358 | 65720 | 68171 |
| 25B | 52953 | 54612 | 58635 | 60905 | 65716 | 68170 | 70715 |
| 26B | 55017 | 56744 | 60930 | 63290 | 68296 | 70848 | 73495 |
| 27B | 57068 | 58861 | 63209 | 65658 | 70859 | 73511 | 76260 |
| 28B | 58726 | 60571 | 65051 | 67577 | 72931 | 75661 | 78494 |
| 29B | 60639 | 62547 | 67178 | 69787 | 75324 | 78146 | 81073 |
| 30B | 62558 | 64529 | 69310 | 72005 | 77722 | 80635 | 83660 |
| 31B | 64560 | 66596 | 71535 | 74317 | 80225 | 83235 | 86360 |
| 32B | 66698 | 68803 | 73911 | 76791 | 82898 | 86011 | 89242 |
| 33B | 68908 | 71085 | 76368 | 79345 | 85661 | 88879 | 92218 |
| 34B | 71197 | 73446 | 78910 | 81988 | 88521 | 91851 | 95307 |
| 35B | 73622 | 75952 | 81605 | 84792 | 91553 | 95001 | 98579 |
| 36B | 76179 | 78593 | 84450 | 87749 | 94752 | 98322 | 102028 |
| 37B | 78780 | 81278 | 87338 | 90754 | 98003 | 101698 | 105532 |
| 38B | 81653 | 84244 | 90534 | 94076 | 101595 | 105426 | 109402 |
| 39B | 84526 | 87210 | 93725 | 97396 | 105184 | 109154 | 113275 |
| 40B | 87626 | 90410 | 97171 | 100979 | 109061 | 113183 | 117460 |
| 41B | 90869 | 93759 | 100772 | 104727 | 113116 | 117393 | 121832 |
| 42B | 94331 | 97334 | 104622 | 108729 | 117443 | 121887 | 126498 |
| 43B | 97864 | 100981 | 108548 | 112813 | 121860 | 126471 | 131256 |
| 44B | 101625 | 104863 | 112727 | 117158 | 126560 | 131354 | 136330 |
| 45B | 105525 | 108892 | 117062 | 121667 | 131438 | 136418 | 141588 |
| 46B | 109655 | 113155 | 121653 | 126442 | 136600 | 141779 | 147154 |
| 47B | 114001 | 117643 | 126484 | 131465 | 142034 | 147421 | 153013 |
| 48B | 118569 | 122360 | 131561 | 136747 | 147745 | 153353 | 159172 |
| 49B | 123358 | 127304 | 136881 | 142280 | 153732 | 159572 | 165633 |
| 50B | 128369 | 132479 | 142452 | 148071 | 159997 | 166076 | 172386 |

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

November 21, 2023

FN 20 23-357

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

WAYS & MEANS

**Re: Collective Bargaining Agreement Between the County of Oneida/Mohawk Valley
Community College and United Public Service Employees Union – White Collar
Unit**

Dear County Executive Picente:

I am pleased to report that the County of Oneida/Mohawk Valley Community College and the United Public Service Employees Union – White Collar Unit (UPSEU) have reached a tentative agreement for a new five (5) year collective bargaining agreement that covers the period of January 1, 2024 through December 31, 2028. Negotiations for this agreement began on October 24, 2023 and concluded after three (3) sessions on November 9, 2023.

The highlights of the agreement are as follows:

- Salary
 - There is a new salary schedule for the entire unit that raises starting salaries to assist with recruitment, and also raises salaries at various steps to assist with retention. This new salary schedule will go into effect January 1, 2024. The new salary schedule, coupled with some grade reallocations detailed below ensure that Oneida County will keep pace ahead of New York State minimum wage increases in the coming years.
 - On-Step increases in years 2025 – 2028 are 3% in addition to step movement.
 - Off-Step increases in years 2024 – 2028 are 4% each year with an additional \$1,000 off-step differential.

- Longevity increases to further assist with employee retention.
 - \$1,000 in longevity pay upon five years of service.
 - \$200 per year after that, for up to 25 years of service.
 - Longevity payments cap at \$5,000 after 25 years.

- Enhanced salary provisions for promotions to incentivize promotion from within.
- Reallocation of salary grades for titles as follows:

| <i>Title</i> | <i>Current Grade</i> | <i>New Grade</i> |
|---|----------------------|------------------|
| Administrative Assistant | 19 | 21 |
| Account Clerk | 11 | 13 |
| Accounting Supervisor | 21 | 23 |
| Assistant Motor Vehicle Bureau Supervisor | 18 | 20 |
| Clerk | 10 | 12 |
| College Services Associate | 21 | 22 |
| Community Services Worker | 13 | 14 |
| Customer Relations Supervisor | 23 | 25 |
| Data Processing Clerk | 17 | 18 |
| Data Processor I | 11 | 13 |
| Data Processor II | 13 | 15 |
| Delinquent Tax Clerk | 17 | 18 |
| Disbursement Officer | 21 | 23 |
| Family Services Specialist | 28 | 29 |
| Mail & Supply Clerk | 14 | 15 |
| Mail Clerk | 10 | 12 |
| Map Room Clerk | 14 | 15 |
| Motor Vehicle Representative | 14 | 16 |
| Office Specialist I | 10 | 12 |
| Office Specialist II | 11 | 13 |
| Outreach Worker (& Spanish Speaking) | 16 | 17 |
| Paralegal Assistant | 25 | 27 |
| Paralegal Assistant II | 28 | 30 |
| Phlebotomist – Outreach Worker | 16 | 17 |
| Principal Account Clerk | 19 | 21 |
| Principal Clerk | 19 | 21 |
| Principal Office Specialist | 15 | 17 |
| Printing Helper | 13 | 15 |
| Probation Officer I | 27 | 28 |
| Probation Supervisor I | 29 | 31 |
| Secretary to Director of Real Property Tax Services | 11 | 13 |
| Senior Account Clerk | 14 | 16 |
| Senior Administrative Assistant | 21 | 23 |
| Senior Clerk | 12 | 14 |
| Senior Family Services Specialist | 29 | 30 |
| Senior Motor Vehicle Representative | 15 | 18 |
| Senior Office Specialist I | 12 | 14 |
| Senior Office Specialist II | 13 | 15 |
| Senior Probation Officer | 28 | 29 |

| | | |
|-----------------------|----|----|
| Tax Clerk | 15 | 17 |
| Telephone Operator II | 12 | 14 |

- The addition of a post-accident drug and alcohol testing program for any bargaining unit member involved in a motor vehicle accident or equipment accident while operating a County vehicle/equipment or a personal vehicle/equipment for County purposes.

There are some additional changes detailed in the tentative agreement, a copy of which is attached herewith.

I believe that this contract is fair to the employees and taxpayers, while also advancing the County to position us competitively to recruit and retain employees. As such, I recommend approval of this agreement and ask that you forward this request to the Board of Legislators for consideration at their December 2023 meeting.

Last, I would like to thank both negotiating teams for their efforts in bringing this matter to conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this agreement.

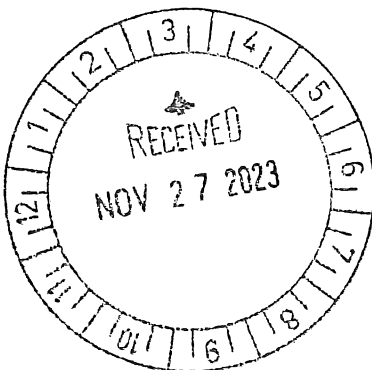
Respectfully submitted,



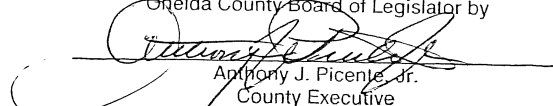
Amanda L. Cortese-Kolasz

Enclosure

cc: Comptroller
County Attorney
Budget Director



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



Anthony J. Picente, Jr.
County Executive

Date 11-22-23

MEMORANDUM OF AGREEMENT

by and between

THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (WHITE COLLAR UNIT)

WHEREAS, the Collective Bargaining Agreement between the County of Oneida/Mohawk Valley Community College (the "County") and the United Public Service Employees Union (White Collar Unit) ("UPSEU") will expire on December 31, 2023; and

WHEREAS, the parties have reached a settlement for a successor collective bargaining agreement for the period of January 1, 2024 to December 31, 2028, and wish to commit such to writing;

NOW, THEREFORE, the parties hereto agree that the current Collective Bargaining Agreement and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified (items to be deleted are ~~stricken~~, and new language is bold, underlined, and italicized):

ARTICLE 5 – LABOR/MANAGEMENT MEETINGS

Meetings between representatives of the County and no more than three (3) representatives of UPSEU, including any outside representatives, on employment related matters and methods of improving the relationship between the parties will be arranged upon reasonable request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Such meetings shall be held quarterly (January, April, July, October). Employees acting on behalf of UPSEU shall suffer no loss of time or pay should such meetings fall within their regular work hours.

The parties agree to defer MYCC health insurance options to the labor/management committee.

ARTICLE 6 – MEMBERSHIP DUES AND UNION SECURITY

6.9 The County agrees that it will allow an aggregate maximum of ~~twenty-five (25)~~ day ~~eighty-four (84) hours~~ per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU conferences, conventions, meetings, or special sessions ~~or training~~ upon approval of the County Executive,

provided that no more than two (2) employees are absent from a department at the same time. The County agrees that it will allow an aggregate maximum of one hundred sixty-one (161) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU training upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time. For purposes of this Section, the Union agrees to correspond with the Department Head involved and the Commissioner of Personnel thirty (30) days in advance whenever practicable and inform them of the exercise of these rights.

The Commissioner of Personnel shall have the approval, so far as record-keeping only is concerned, as to whether the UPSEU member will attend with pay or upon his or her own time such as compensatory time, vacation, personal leave, or leave without pay. Special delegates' meetings may be attended only on approval of the County Executive and not be subject to the maximum above.

ARTICLE 9 – ADMINISTRATION OF THE SALARY SCHEDULE

9.1 Salary

A. On January 1, 2024, the 2023 salary schedule shall be eliminated and replaced with the 2024 salary schedule attached hereto. Employees who would have been placed on Step 4 or 5 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 1 of the 2024 salary schedule. Employees who would have been placed on Step 6 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 2 of the 2024 salary schedule. Employees who would have been placed on Step 7 or Step 8 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 3 of the 2024 salary schedule. Employees who would have been placed on Step 9 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 4 of the 2024 salary schedule. Employees who would have been placed on Step 10 or Step 11 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 5 of the 2024 salary schedule. Employees who would have been placed on Step 12 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 6 of the 2024 salary schedule. Employees who would have been placed on Step 13 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 7 of the 2024 salary schedule. On January 1, 2025, the 2024 schedule shall be increased by 3% to create the 2025 schedule. On January 1, 2026, the 2025 schedule shall be increased by 3% to create the 2026 schedule. On January 1, 2027, the 2026 schedule shall be increased by 3% to create the 2027 schedule. On January 1, 2028, the 2027 schedule shall be increased by 3% to create the 2028 salary schedule.

On January 1, 2022, the 2021 schedule shall be increased by 2.5% to create the 2022 schedule and; on January 1, 2023, the 2022 schedule shall be increased by 2.5% to create the 2023 schedule.

B. Each employee shall be eligible for annual step movement on the ~~2022 and 2023~~2025, 2026, 2027 and 2028 schedule with step movement occurring on January 1, ~~2022 and January 1, 2023~~5, January 1, 2026 January 1, 2027 and January 1, 2028. However, new employees hired subsequent to September 30th of any calendar year will remain at Step ~~2~~the first step until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching Step ~~13~~the last step of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.

C. Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a ~~4.25%~~ increase to his/her salary effective January 1, ~~2022 and January 1, 2023~~4, January 1, 2025, January 1, 2026, January 1, 2027 and January 1, 2028. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

D. ~~Each employee who is at the top step of the 2021 salary schedule on December 31, 2021 shall be taken "off the schedule" at that time, and shall be granted a 4.75% base salary increase effective January 1, 2022 and an additional 4.75% salary increase effective January 1, 2023.~~

~~Each employee who is at the top step of the 2022 salary schedule on December 31, 2022 shall be taken "off the schedule" at that time, and shall be granted a 4.75% base salary increase effective January 1, 2023.~~

E. ~~Step 2 and Step 3 shall be eliminated from the salary schedule effective January 1, 2022; such as that Step 4 shall be the new starting salary on the schedule. Any employee that is at Step 2 or Step 3 on January 1, 2022 shall be moved to Step 4.~~

F. ~~Each employee with the title of Intake Processing Specialist, Social Welfare Examiner, Senior Social Welfare Examiner, Principal Social Welfare Examiner, Head Social Welfare Examiner, Chief Social Welfare Examiner, or Assistant Director of Income Maintenance shall receive incentive pay of \$3,500 per year, and the same shall be added onto the base salary. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

G. ~~Each employee with the title of Caseworker Assistant, Caseworker, Senior Caseworker, Case Supervisor - Grade B, Case Supervisor - Grade A, Assistant Director of Services or Welfare Management Systems Coordinator shall receive incentive pay of \$4,000 per year, and the same shall be added onto the base salary. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

H. ~~Each employee with title of Office Continuing Care Program Nurse, Nurse Coordinator, or Licensed Practical Nurse shall receive incentive pay of \$4,000 per year and the same shall be added onto the base salary. The parties acknowledge that the County is undertaking a salary study, and the parties agree that they will revisit this provision in the event there are changes to salary allocation or salary schedule changes for the affected titles.~~

9.2 Permanent, Provisional and Contingent Permanent Promotions

When an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the same step in the new grade that the employee was at in the lower grade lowest step of his/her new salary grade which provides a salary increase of at least \$800. ~~Effective January 1, 2019, when an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the lowest step of his/her new salary grade which provides a salary increase of at least \$1,200.~~

9.3 Demotion and Exercise of Seniority Displacement Rights

When an employee is demoted (voluntarily or involuntarily) or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the same step of the lower grade that the employee was at in the higher grade step within the lower grade closest to but in no case greater than the salary he/she is currently receiving. ~~Effective January 1, 2019, when an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the step within the lower grade closest to but at least \$1,200 less than the salary he/she is currently receiving.~~

9.4 Layoff and Recall

When an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into the same title held at the time of the layoff, that employee shall be paid at the same step he/she was paid immediately prior to layoff. ~~Effective January 1, 2019, when an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into a lower grade title than that held at the time of the layoff, the employee will be placed at the same step of the lower grade that he/she was at in the higher grade at the time of the layoff, move to the step within the lower grade closest to but at least \$1,200 less than the salary he/she is currently receiving.~~

9.8 Retroactivity

Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her ~~2024~~ base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, ~~2024~~ and said payroll period.

9.10 Longevity

Each employee covered by this Agreement shall receive \$1,000 after the completion of five (5) years of service. Thereafter, beginning with the completion of six (6) years of service and continuing until completion of twenty-five (25) years of service, each employee covered by this Agreement shall receive an additional \$200 per year. Longevity payments shall be capped at \$5,000 per year after completion of twenty-five (25) years of service. Longevity shall be added to base pay for all purposes and paid as part of the biweekly paycheck. In calculating years of service, the employee will earn the longevity increment upon reaching their anniversary date.

Each employee in the defined negotiating unit shall receive \$500 after the completion of five (5) years of service, an additional \$500 after the completion of ten (10) years of service (\$1,000), an additional \$500 after the completion of fifteen (15) years of service (\$1,500), an additional \$500 after the completion of twenty (20) years of service (\$2,000), and an additional \$500 after the completion of twenty five (25) years of service (\$2,500).

Employees eligible for a longevity payment will receive the cumulative amount specified in this Agreement, to be paid on a pro-rata basis each pay period, unless such sum is less than the current remuneration. The sum scheduled in this Agreement shall be used when it exceeds the amount an employee is receiving.

9.12 Shift Differential

Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving seventy five cents (\$0.75) effective January 1, 2021 extra for hours worked on the second shift and eighty cents (\$0.80) effective January 1, 2021 for hours worked on the third shift.

Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

Any employee who is not regularly assigned to a shift other than a normal, usual day work shift, but who is required to work such a shift, shall receive the aforementioned shift differential pay only for the days he/she actually works such shift.

9.15 Each employee who is "off the schedule" in 2024, 2025, 2026, 2027 and 2028 shall receive an off-step differential of \$1,000, to be paid on a pro-rata basis each pay period. The off-step differential shall not be added to the base salary for purposes of calculation of the future year's base salary. The off-step differential shall be added to base pay for purposes of determining the employee's hourly rate in each calendar year such off-step differential is received.

ARTICLE 12 – RETIREMENT

12.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional

service credit upon retirement. Upon retirement, the first one hundred sixty-five (165) days of an employee's accumulated sick leave days will be applied towards Section 41(j). The employee will be paid ~~\$30.00~~60.00 per day for each accumulated sick leave day between ~~one hundred sixty-six (166) days and two hundred (200) days.~~above the first one hundred sixty-five (165) days.

ARTICLE 13 – LEAVE OF ABSENCE WITH PAY

13.3 Holidays

The County agrees that each employee shall receive the following paid holidays:

| | |
|--|--|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day effective January 1, 2023 |
| President's Day | Veteran's Day |
| Thanksgiving Day | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| June 19th (Juneteenth) effective January 1, 2023 | Independence Day |

Good Friday
*Floating Holidays (~~12~~) will be reduced from 2 to 1 effective January 1, 2023

*Floating holidays may be taken at a time mutually agreeable to the County and employee. The floating holiday shall not be unduly denied. However, the Department Head/designee shall have the right to limit the number of employees using a floating holiday according to work requirements. Floating holidays shall not accumulate from year to year but rather must be used within the year they are earned.

Floating holidays shall be credited on January 1 of the year, or at the time of hire, for use during the balance of the calendar year.

When a holiday falls on Sunday, the Monday following shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Personnel who are required to work on any of the above holidays, shall receive a day off with pay, mutually agreeable to the Department Head and the employee. Personnel who are required to work on any of the above holidays shall have the option of receiving a day's pay instead of an alternate day off. Employees required to work Thanksgiving Day, New Year's Day, or Christmas Day will be paid at time and one-half (1½) their regular rate of pay. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the Department Head.

13.5 Bereavement Leave

Each employee shall be allowed up to three (3) working days with pay because of death in the employees' immediate family. Immediate family is defined as spouse, legally-registered domestic partner, parent, grandparent, spouse's parent and/or grandparent, child, brother, sister, grandchild, legal guardian, brother and sister-in-law, foster parent or a relative who is an actual member of the employees' household. Step-parent(s), step-grandparent(s), step-sibling(s) and step-children

who are legal step relatives at the time of death shall be included in the above definitions Immediate Family.

ARTICLE 17 – JOB SECURITY

17.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by interoffice mail email to the Oneida County-issued to each recognized Union Steward. The Union shall furnish a list of such stewards. UPSEU shall also be furnished copies of such announcements at its ~~Union office~~ via email.

ARTICLE 18 – DRESS CODE

Appropriate dress for all employees of all Departments in Oneida County, as established by the Dress Code Policy, shall be worn on all normal working days. Any employee who is disciplined because of inappropriate dress may appeal the action taken to a three (3) member committee, comprised of the UPSEU President, or his/her designee; the ~~Director of Labor Relations~~ Commissioner of Personnel, or his/her designee; and the UPSEU Attorney, or his/her designee. Any costs involved will be shared by UPSEU and the County equally.

Any employee bringing an issue before this committee must do so in writing within five (5) days from the time of the disciplinary action. The committee's decision will be rendered within ten (10) days from the date it receives written notice from the aggrieved employee.

The decision of this committee shall be final and binding and not subject to Civil Service Law § 75, nor Articles 25 and 27 of this Agreement.

ARTICLE 20 – HEALTH INSURANCE COVERAGE

20.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially equivalent to or better than those provided by ~~which existed under the traditional health benefit program in existence immediately prior to the execution of this Agreement subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:~~

- A. ~~The prescription drug plan benefit under the traditional health plan shall be modified to a three tier \$5/\$20/\$35 co-payment system; and~~
- B. ~~The annual cash deductible under the traditional health plan will be \$100 per person, subject also to a \$300 maximum per covered family.~~

- ~~C. The individual major medical benefit under the traditional health plan will be a \$100,000 annual maximum/\$1,000,000 lifetime maximum level.~~
- ~~D. The traditional health plan will also be modified to add specified benefits, for preventive care services such as well baby care, preventive and primary care services for covered dependent children, preventive care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph B above.~~
- ~~E. The LBS traditional plan will not be available to employees hired after January 1, 2016. The County reserves the right to reopen the LBS traditional plan with notification to the UPSEU.~~
- ~~F. Employees may enter one of the health insurance plans during the open enrollment period as determined by the Health Insurance Office.~~

~~20.2 The County shall also offer each employee and his/her eligible dependents the option of participating in *the current* single health maintenance organization (HMO) or a Point of Service plan (POS) in lieu of participation in the County's traditional health and prescription drug plan. *plan*. The HMO or POS shall have a three tier \$5/\$20/\$40 co-payment system for prescription drugs. If an employee chooses HMO or POS coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.~~

20.23 Premium Cost Sharing for Health Benefits (exclusive of dental)

The County shall assume one hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984 and eighty percent (80%) of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984, according to the category (individual, 2-person, family), based on the type of plan (traditional, HMO, or POS) selected by the employee.

20.34 Premium Cost Sharing for Dental Benefits

The County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. The County shall contribute up to twenty-five dollars (\$25.00) per month per covered employee for a dental program offering individual and dependent coverage, as soon as practicable. The employee shall bear the remaining cost of said dental benefits. UPSEU *The County* shall select the dental carrier after consultation with the County *that provides substantially equivalent or better benefits than those which exist in 2023*. Such dental carrier must be licensed or authorized to provide dental benefits in New York State. No Union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a Union benefit fund.

20.45 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage (subject to the limitation under Section 21.4 above) referred to in this Article, so long as the new coverage and benefits are substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the Union prior to any such change. However, the County will not be responsible for changes beyond its control unilaterally imposed by an insurance carrier or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by insurance carriers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any claim disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

20.56 The County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. Each year in lieu waiver forms must be filed in the Health Insurance office by December 31st for the following year.

| | | | |
|-------------------------------|-----------------|------------|------------|
| Individual | \$300 | <u>500</u> | |
| Individual & Minor Dependents | <u>2 Person</u> | \$750 | <u>600</u> |
| Family | \$1,000 | <u>750</u> | |

If an employee who has opted out of the County Health Insurance Program wishes to reenter, he/she may do so during the open enrollment period as determined by the Health Insurance Office. Any employee who is covered as a dependent in the Oneida County Health Insurance Plan is not eligible for the said Lump Sum Payment.

20.67 Data provided by the insurance carriers pertaining to paid claims and rates will be made available to the Union for review, comments, or suggestions, provided that such data is not specifically exempted from disclosure by state or federal statute or if disclosed would result in an unwarranted invasion of personal privacy.

20.78 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

20.98 The County will offer, at no cost to the employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating employees the option of paying the employee's share of the group health and dental premiums on a pre-tax basis in accordance with IRS regulations.

ARTICLE 21 – GRADUATE CREDIT HOURS PAY

21.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive ~~Eight~~Four-Hundred Dollars (~~\$800~~400) per annum in additional compensation. Employees achieving a sixty (60) hour job-related Master's Degree will receive Five Hundred One Thousand Dollars (~~\$1,000~~500) per annum in additional compensation. Payments will be made on a pro-rata basis each pay period after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.

21.2 The Graduate Degree compensation will not be payable to any employee whose job description requires a Graduate Degree in order to qualify for initial employment in that title.

ARTICLE 26 – DISCIPLINE AND DISCHARGE PROCEDURE

26.7 Upon written request of the employee to the Commissioner of Personnel, a written reprimand shall be removed from the employee's personnel file after two (2) years have passed from the date of the notice of reprimand.

ARTICLE 27 – REVIEW OF REALLOCATION AND RECLASSIFICATION

27.1 The County agrees to review requests made by UPSEU for reallocation and reclassification of titles within the defined unit, including Mohawk Valley Community College.

The parties agree to meet and discuss the requests.

ARTICLE 28 – MISCELLANEOUS

28.1 Emergency Closing

When there is an emergency closing of County facilities, as determined solely by the County Executive (or where applicable the President of MVCC), due to inclement weather conditions, affected employees may be released from duty with no loss of pay or benefits. Those employees who are not released from duty as determined solely by the County Executive (or where applicable the President of MVCC), or his/her designee, shall receive compensatory time off for such time worked. When such an emergency closing also happens on one of the holidays designated in section 13.3, any employee who was required to work on the holiday, and

subsequently required to remain on duty during the emergency closure shall receive the benefit of both this section and section 13.3.

****Add new provision*****

28.10 Drug Testing Policy

All bargaining unit members involved in motor vehicle accidents while driving County/MVCC vehicles or personal vehicles for County/MVCC business causing property damage to County/MVCC property or Private property, or if a summons or traffic ticket is issued will be subject to testing in accordance with the post-accident procedures set forth as follows. Also all bargaining unit members involved in accidents while using, driving or operating County/MVCC equipment causing property damage to County/MVCC property or Private property will be subject to testing in accordance with the post-accident procedures set forth as follows.

- 1) Employees shall undergo a blood alcohol test.
- 2) Employees shall undergo a urine chemical analysis to detect prohibited usage of illegal drugs.
- 3) An employee will be deemed to have refused to submit to a drug or alcohol test if he/she fails to appear for any drug or alcohol test, fails to remain at the testing site after directed to do so, fails to provide an adequate sample, or fails in any way to cooperate in the testing process.
- 4) The urine sample shall first be tested using the initial drug screening procedures. An initial positive result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the final confirmation test results are obtained.
 - a) A standard 4-panel drug screening test for illegal drug use shall be used to check for the use of amphetamines, cocaine, opiates, and phencyclidine. Personnel utilized for conducting the testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

| | <u>Initial Test Level (ng/ml)</u> |
|---------------------------|-----------------------------------|
| <u>Cocaine Metabolite</u> | <u>50</u> |
| <u>Opiate Metabolite</u> | <u>300</u> |
| <u>Phencyclidine</u> | <u>25</u> |
| <u>Amphetamines</u> | <u>1000</u> |

- b) Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

| | <u>Confirmatory Test Level (ng/ml)</u> |
|---------------------------|--|
| <u>Cocaine Metabolite</u> | <u>150(2)</u> |
| <u>Opiates</u> | |

| | |
|---------------|------|
| Morphine | 2000 |
| Codeine | 2000 |
| Phencyclidine | 25 |
| Amphetamines | |
| Amphetamine | 5000 |

** (2) Benzoyllecgonine

- c) An employee having negative drug test results shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
- i) All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
- ii) Any employee who breaches the confidentiality of testing information shall be subject to discipline up to and including discharge.
- iii) Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.
- d) Any bargaining unit employee who tests positive for the use of alcohol, or for the use of illegal drugs and fails to produce a valid medical prescription for the same with forty-eight (48) hours of notification of a positive result and/or fails to comply with the foregoing procedures and rules shall be required to: (1) undergo an evaluation by the County's substance abuse professional (SAP); (2) begin, comply with, and complete a treatment process as recommended by the County's SAP; (3) enter into a return-to-work agreement to include a follow-up testing protocol recommended by the County's SAP; and (4) be cleared to return to duty by the County's SAP.
- e) Nothing herein shall be construed to limit the County's ability to also pursue disciplinary action against an employee for a positive drug or alcohol screen result.

ARTICLE 31 – CONTINUATION

31.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 2028~~3~~.

31.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 2028~~3~~, should either party desire to modify this Agreement, so that the negotiated Agreement's

terms and conditions can hopefully be available for the 202~~2~~⁴ County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, 202~~8~~³, this Agreement shall be automatically continued for the 202~~2~~⁴ budgetary year at the same terms and conditions of the 202~~3~~⁸ budgetary year.

In addition to the modifications to language in the Collective Bargaining Agreement detailed hereinabove, the parties have agreed to the following additional changes:

1. Salary Grades shall be reallocated as follows:

| <u>Title</u> | <u>Current Grade</u> | <u>New Grade</u> |
|--|----------------------|------------------|
| <u>Administrative Assistant</u> | <u>19</u> | <u>21</u> |
| <u>Account Clerk</u> | <u>11</u> | <u>13</u> |
| <u>Accounting Supervisor</u> | <u>21</u> | <u>23</u> |
| <u>Assistant Motor Vehicle Bureau Supervisor</u> | <u>18</u> | <u>20</u> |
| <u>Clerk</u> | <u>10</u> | <u>12</u> |
| <u>College Services Associate</u> | <u>21</u> | <u>22</u> |
| <u>Community Services Worker</u> | <u>13</u> | <u>14</u> |
| <u>Customer Relations Supervisor</u> | <u>23</u> | <u>25</u> |
| <u>Data Processing Clerk</u> | <u>17</u> | <u>18</u> |
| <u>Data Processor I</u> | <u>11</u> | <u>13</u> |
| <u>Data Processor II</u> | <u>13</u> | <u>15</u> |
| <u>Delinquent Tax Clerk</u> | <u>17</u> | <u>18</u> |
| <u>Disbursement Officer</u> | <u>21</u> | <u>23</u> |
| <u>Family Services Specialist</u> | <u>28</u> | <u>29</u> |
| <u>Mail & Supply Clerk</u> | <u>14</u> | <u>15</u> |
| <u>Mail Clerk</u> | <u>10</u> | <u>12</u> |
| <u>Map Room Clerk</u> | <u>14</u> | <u>15</u> |
| <u>Motor Vehicle Representative</u> | <u>14</u> | <u>16</u> |
| <u>Office Specialist I</u> | <u>10</u> | <u>12</u> |
| <u>Office Specialist II</u> | <u>11</u> | <u>13</u> |
| <u>Outreach Worker (& Spanish Speaking)</u> | <u>16</u> | <u>17</u> |
| <u>Paralegal Assistant</u> | <u>25</u> | <u>27</u> |
| <u>Paralegal Assistant II</u> | <u>28</u> | <u>30</u> |
| <u>Phlebotomist – Outreach Worker</u> | <u>16</u> | <u>17</u> |
| <u>Principal Account Clerk</u> | <u>19</u> | <u>21</u> |
| <u>Principal Clerk</u> | <u>19</u> | <u>21</u> |
| <u>Principal Office Specialist</u> | <u>15</u> | <u>17</u> |
| <u>Printing Helper</u> | <u>13</u> | <u>15</u> |
| <u>Probation Officer I</u> | <u>27</u> | <u>28</u> |
| <u>Probation Supervisor I</u> | <u>29</u> | <u>31</u> |
| <u>Secretary to Director of Real Property Tax Services</u> | <u>11</u> | <u>13</u> |
| <u>Senior Account Clerk</u> | <u>14</u> | <u>16</u> |
| <u>Senior Administrative Assistant</u> | <u>21</u> | <u>23</u> |
| <u>Senior Clerk</u> | <u>12</u> | <u>14</u> |
| <u>Senior Family Services Specialist</u> | <u>29</u> | <u>30</u> |
| <u>Senior Motor Vehicle Representative</u> | <u>15</u> | <u>18</u> |
| <u>Senior Office Specialist I</u> | <u>12</u> | <u>14</u> |
| <u>Senior Office Specialist II</u> | <u>13</u> | <u>15</u> |

| | | |
|---------------------------------|-----------|-----------|
| <i>Senior Probation Officer</i> | <i>28</i> | <i>29</i> |
| <i>Tax Clerk</i> | <i>15</i> | <i>17</i> |
| <i>Telephone Operator II</i> | <i>12</i> | <i>14</i> |


2. *Upon ratification of this Memorandum of Agreement, the memorandum of agreement between UPSEU and the County providing for COVID-19 Paid Emergency Leave shall terminate in its entirety.*

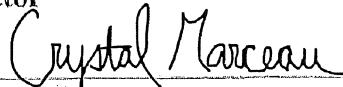
This Memorandum of Agreement is subject to the approval of the Oneida County Board of Legislators, the Mohawk Valley Community College Board of Trustees and ratification of the membership of UPSEU.


Each respective negotiating committee agrees to recommend this Memorandum of Agreement for approval and ratification.

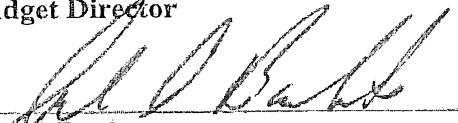
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FOR THE COUNTY:

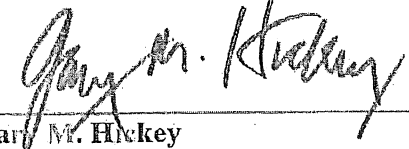

Amanda L. Cortese-Kolasz
Commissioner of Personnel
Director



Crystal Marceau
Executive Director of Human Resources
MVCE



Thomas B. Keeler
Budget Director

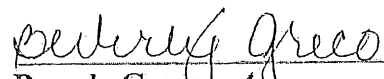

Alfred Barbato
Purchasing Director


FOR THE UNION:



Gary M. Hickey
Executive Vice President/Regional

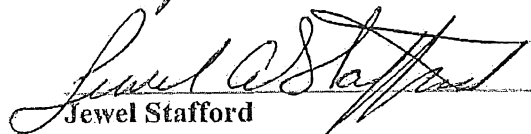

Tim Cottrell
Labor Relations Representative


John Pollack
Labor Relations Representative



Beverly Greco
Chief Steward



Kimberly Risher


Betty Ryan-Goldych


Jewel Stafford


Tricia Smith


Trevor Ford


Marissa Montana-Guzman

2024 UPSEU WHITE COLLAR - "W" SCALE - PROPOSED

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7&8

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13

| GRADE NEW | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 8W | 25900 | 26741 | 28506 | 29504 | 31912 | 33188 | 34516 |
| 9W | 26594 | 27458 | 29274 | 30297 | 32770 | 34080 | 35443 |
| 10W | 27396 | 28286 | 30154 | 31208 | 33757 | 35107 | 36511 |
| 11W | 28235 | 29154 | 31080 | 32166 | 34792 | 36186 | 37631 |
| 12W | 29172 | 30117 | 32109 | 33232 | 35944 | 37381 | 38875 |
| 13W | 30111 | 31089 | 33144 | 34304 | 37102 | 38587 | 40129 |
| 14W | 31174 | 32186 | 34312 | 35514 | 38411 | 39948 | 41546 |
| 15W | 32241 | 33288 | 35487 | 36730 | 39726 | 41316 | 42970 |
| 16W | 33387 | 34473 | 36748 | 38036 | 41140 | 42785 | 44496 |
| 17W | 34635 | 35763 | 38124 | 39460 | 42678 | 44385 | 46161 |
| 18W | 35879 | 37044 | 39491 | 40873 | 44209 | 45979 | 47816 |
| 19W | 37200 | 38408 | 40946 | 42378 | 45836 | 47672 | 49578 |
| 20W | 38621 | 39875 | 42511 | 43999 | 47588 | 49492 | 51471 |
| 21W | 40042 | 41342 | 44074 | 45617 | 49339 | 51313 | 53365 |
| 22W | 41639 | 42991 | 45832 | 47434 | 51307 | 53360 | 55493 |
| 23W | 43231 | 44636 | 47586 | 49251 | 53271 | 55401 | 57616 |
| 24W | 44913 | 46372 | 49436 | 51166 | 55342 | 57555 | 59858 |
| 25W | 46690 | 48208 | 51392 | 53192 | 57530 | 59832 | 62225 |
| 26W | 48637 | 50218 | 53535 | 55407 | 59928 | 62326 | 64818 |
| 27W | 50569 | 52211 | 55662 | 57609 | 62310 | 64802 | 67395 |
| 28W | 52131 | 53825 | 57381 | 59389 | 64236 | 66805 | 69477 |
| 29W | 53935 | 55688 | 59366 | 61444 | 66458 | 69116 | 71881 |
| 30W | 55743 | 57555 | 61357 | 63504 | 68686 | 71435 | 74292 |
| 31W | 57630 | 59503 | 63434 | 65654 | 71012 | 73852 | 76805 |
| 32W | 59648 | 61584 | 65653 | 67951 | 73496 | 76435 | 79493 |
| 33W | 61730 | 63736 | 67946 | 70324 | 76063 | 79106 | 82271 |
| 34W | 63887 | 65962 | 70321 | 72781 | 78720 | 81869 | 85144 |
| 35W | 66173 | 68322 | 72837 | 75385 | 81537 | 84799 | 88190 |
| 36W | 68585 | 70814 | 75491 | 78133 | 84509 | 87891 | 91405 |
| 37W | 71037 | 73343 | 78189 | 80925 | 87529 | 91031 | 94671 |
| 38W | 73745 | 76141 | 81171 | 84012 | 90867 | 94502 | 98282 |
| 39W | 76452 | 78939 | 84152 | 87096 | 94203 | 97971 | 101892 |
| 40W | 79375 | 81955 | 87369 | 90424 | 97804 | 101716 | 105786 |
| 41W | 82430 | 85110 | 90731 | 93909 | 101569 | 105632 | 109859 |
| 42W | 85696 | 88479 | 94324 | 97626 | 105593 | 109815 | 114208 |
| 43W | 89026 | 91919 | 97992 | 101421 | 109695 | 114085 | 118649 |
| 44W | 92568 | 95578 | 101892 | 105457 | 114063 | 118625 | 123370 |
| 45W | 96248 | 99376 | 105940 | 109649 | 118596 | 123339 | 128272 |
| 46W | 100140 | 103395 | 110226 | 114084 | 123391 | 128329 | 133460 |
| 47W | 104238 | 107626 | 114735 | 118749 | 128438 | 133577 | 138921 |
| 48W | 108544 | 112072 | 119474 | 123656 | 133747 | 139097 | 144660 |
| 49W | 113059 | 116732 | 124442 | 128798 | 139308 | 144881 | 150677 |
| 50W | 117781 | 121609 | 129643 | 134180 | 145129 | 150935 | 156972 |

PROPOSED



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 21, 2023

FN 20 23-358

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

WAYS & MEANS

Re: Adoption of New H, M and P Scales and Extension of Salary Related Benefits included in the Memorandum of Agreement between Oneida County and the United Public Service Employees Union (White Collar Unit) to H, M and P Scales

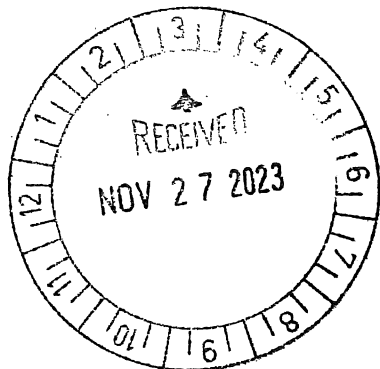
Dear Honorable Members:

A tentative agreement has been reached and a Memorandum of Agreement executed between the County and the United Public Service Employees Union -White Collar Unit ("UPSEU"). That agreement adopts a new salary schedule and provides various salary related benefits. In light of the contract settlement, I am requesting that you pass a resolution that adopts new salary "H," "M" and "P" salary schedules, copies of which are enclosed herewith, and extend the salary administration related benefits included in the UPSEU White Collar tentative agreement to those employees who hold "H," "M" and "P" titles, excepting those benefits specified for "H," "M," and "P" title that are explicitly different in the Oneida County Personnel Rules. I ask that this action be considered at your December 20, 2023 meeting.

Very truly yours,

Anthony J. Picente, Jr.

Enclosures



2024 APPOINTED - "H" SCALE - (Proposed)

| | 5 | 6 | 8 | 9 | 11 | 12 | 13 |
|-------|--------|--------|--------|--------|--------|--------|--------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| 8H | 25578 | 26411 | 28154 | 29140 | 31517 | 32779 | 34089 |
| 9H | 26266 | 27121 | 28911 | 29923 | 32365 | 33658 | 35005 |
| 10H | 27057 | 27937 | 29781 | 30824 | 33340 | 34673 | 36059 |
| 11H | 27887 | 28794 | 30696 | 31771 | 34364 | 35738 | 37168 |
| 12H | 28811 | 29746 | 31712 | 32821 | 35500 | 36920 | 38396 |
| 13H | 29740 | 30706 | 32735 | 33880 | 36645 | 38111 | 39635 |
| 14H | 30789 | 31790 | 33889 | 35075 | 37938 | 39455 | 41033 |
| 15H | 31842 | 32877 | 35049 | 36276 | 39236 | 40805 | 42437 |
| 16H | 32974 | 34047 | 36296 | 37567 | 40631 | 42258 | 43947 |
| 17H | 34210 | 35320 | 37653 | 38971 | 42151 | 43838 | 45590 |
| 18H | 35435 | 36588 | 39004 | 40369 | 43663 | 45409 | 47227 |
| 19H | 36740 | 37934 | 40440 | 41856 | 45273 | 47082 | 48966 |
| 20H | 38145 | 39385 | 41985 | 43455 | 47001 | 48882 | 50836 |
| 21H | 39546 | 40832 | 43529 | 45052 | 48729 | 50677 | 52706 |
| 22H | 41125 | 42460 | 45265 | 46849 | 50673 | 52700 | 54809 |
| 23H | 42699 | 44086 | 46998 | 48644 | 52613 | 54717 | 56905 |
| 24H | 44358 | 45800 | 48826 | 50534 | 54658 | 56845 | 59118 |
| 25H | 46113 | 47612 | 50758 | 52534 | 56821 | 59093 | 61457 |
| 26H | 48036 | 49597 | 52873 | 54724 | 59189 | 61557 | 64019 |
| 27H | 49945 | 51568 | 54973 | 56898 | 61540 | 64003 | 66563 |
| 28H | 51488 | 53160 | 56672 | 58656 | 63443 | 65980 | 68619 |
| 29H | 53270 | 55000 | 58634 | 60685 | 65637 | 68263 | 70992 |
| 30H | 55055 | 56845 | 60600 | 62721 | 67839 | 70552 | 73375 |
| 31H | 56918 | 58769 | 62651 | 64843 | 70134 | 72940 | 75859 |
| 32H | 58910 | 60825 | 64842 | 67112 | 72589 | 75492 | 78511 |
| 33H | 60967 | 62950 | 67108 | 69456 | 75124 | 78128 | 81255 |
| 34H | 63098 | 65147 | 69452 | 71882 | 77747 | 80858 | 84091 |
| 35H | 65356 | 67479 | 71937 | 74455 | 80530 | 83752 | 87102 |
| 36H | 67738 | 69940 | 74560 | 77169 | 83466 | 86804 | 90277 |
| 37H | 70157 | 72437 | 77223 | 79927 | 86449 | 89907 | 93502 |
| 38H | 72833 | 75201 | 80168 | 82974 | 89746 | 93335 | 97068 |
| 39H | 75509 | 77962 | 83112 | 86021 | 93042 | 96763 | 100632 |
| 40H | 78394 | 80943 | 86289 | 89310 | 96596 | 100460 | 104480 |
| 41H | 81414 | 84060 | 89611 | 92748 | 100317 | 104330 | 108502 |
| 42H | 84637 | 87387 | 93160 | 96420 | 104289 | 108461 | 112798 |
| 43H | 87927 | 90783 | 96781 | 100168 | 108341 | 112676 | 117183 |
| 44H | 91427 | 94399 | 100632 | 104156 | 112655 | 117161 | 121847 |
| 45H | 95059 | 98150 | 104633 | 108293 | 117131 | 121817 | 126688 |
| 46H | 98904 | 102118 | 108863 | 112675 | 121868 | 126743 | 131812 |
| 47H | 102949 | 106296 | 113318 | 117282 | 126853 | 131927 | 137205 |
| 48H | 107203 | 110687 | 117999 | 122129 | 132095 | 137380 | 142873 |
| 49H | 111662 | 115291 | 122908 | 127208 | 137589 | 143092 | 148816 |
| 50H | 116327 | 120108 | 128042 | 132524 | 143337 | 149071 | 155034 |

Proposed 2024 Scale

2024 MANAGEMENT - "M" SCALE - (Proposed)

| | 5 | 6 | 8 | 9 | 11 | 12 | 13 |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| 8M | 25898 | 26741 | 28507 | 29503 | 31912 | 33188 | 34515 |
| 9M | 26594 | 27459 | 29271 | 30297 | 32770 | 34080 | 35444 |
| 10M | 27395 | 28286 | 30155 | 31210 | 33757 | 35107 | 36510 |
| 11M | 28236 | 29153 | 31080 | 32166 | 34793 | 36184 | 37633 |
| 12M | 29171 | 30118 | 32108 | 33232 | 35945 | 37381 | 38875 |
| 13M | 30111 | 31090 | 33144 | 34303 | 37102 | 38588 | 40130 |
| 14M | 31174 | 32186 | 34313 | 35515 | 38411 | 39947 | 41546 |
| 15M | 32240 | 33288 | 35486 | 36730 | 39726 | 41315 | 42968 |
| 16M | 33388 | 34474 | 36751 | 38036 | 41141 | 42784 | 44496 |
| 17M | 34634 | 35762 | 38124 | 39460 | 42678 | 44385 | 46161 |
| 18M | 35879 | 37044 | 39492 | 40873 | 44209 | 45977 | 47817 |
| 19M | 37200 | 38408 | 40945 | 42379 | 45838 | 47672 | 49577 |
| 20M | 38620 | 39876 | 42511 | 43999 | 47588 | 49491 | 51471 |
| 21M | 40040 | 41342 | 44074 | 45615 | 49339 | 51312 | 53365 |
| 22M | 41639 | 42992 | 45832 | 47437 | 51306 | 53359 | 55494 |
| 23M | 43233 | 44636 | 47586 | 49252 | 53271 | 55401 | 57617 |
| 24M | 44914 | 46372 | 49436 | 51166 | 55342 | 57555 | 59858 |
| 25M | 46691 | 48208 | 51393 | 53191 | 57530 | 59831 | 62226 |
| 26M | 48635 | 50217 | 53535 | 55407 | 59929 | 62326 | 64818 |
| 27M | 50569 | 52212 | 55661 | 57610 | 62310 | 64803 | 67396 |
| 28M | 52131 | 53826 | 57381 | 59389 | 64236 | 66805 | 69478 |
| 29M | 53936 | 55689 | 59367 | 61444 | 66458 | 69115 | 71880 |
| 30M | 55743 | 57555 | 61356 | 63505 | 68686 | 71434 | 74290 |
| 31M | 57630 | 59503 | 63435 | 65655 | 71012 | 73852 | 76805 |
| 32M | 59645 | 61585 | 65652 | 67950 | 73496 | 76437 | 79493 |
| 33M | 61729 | 63737 | 67946 | 70324 | 76063 | 79105 | 82271 |
| 34M | 63886 | 65962 | 70319 | 72781 | 78720 | 81868 | 85143 |
| 35M | 66173 | 68323 | 72835 | 75386 | 81537 | 84798 | 88190 |
| 36M | 68584 | 70813 | 75492 | 78132 | 84510 | 87892 | 91406 |
| 37M | 71036 | 73344 | 78190 | 80925 | 87529 | 91030 | 94671 |
| 38M | 73744 | 76141 | 81170 | 84013 | 90867 | 94502 | 98281 |
| 39M | 76453 | 78937 | 84151 | 87097 | 94205 | 97972 | 101891 |
| 40M | 79375 | 81954 | 87367 | 90425 | 97804 | 101716 | 105785 |
| 41M | 82431 | 85110 | 90732 | 93907 | 101571 | 105634 | 109859 |
| 42M | 85694 | 88479 | 94325 | 97626 | 105591 | 109815 | 114207 |
| 43M | 89026 | 91919 | 97991 | 101421 | 109697 | 114085 | 118648 |
| 44M | 92570 | 95578 | 101891 | 105458 | 114063 | 118626 | 123371 |
| 45M | 96249 | 99376 | 105940 | 109648 | 118595 | 123339 | 128272 |
| 46M | 100140 | 103394 | 110225 | 114082 | 123390 | 128326 | 133460 |
| 47M | 104237 | 107625 | 114734 | 118750 | 128440 | 133577 | 138920 |
| 48M | 108544 | 112072 | 119474 | 123657 | 133746 | 139096 | 144660 |
| 49M | 113056 | 116732 | 124442 | 128798 | 139307 | 144881 | 150676 |
| 50M | 117780 | 121609 | 129643 | 134180 | 145129 | 150935 | 156972 |

Proposed 2024 Scale

2024 PROFESSIONAL - "P" SCALE - (Proposed)

| | 5 | 6 | 8 | 9 | 11 | 12 | 13 |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| GRADE | STEP | STEP | STEP | STEP | STEP | STEP | STEP |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 14P | 32457 | 33468 | 35591 | 36788 | 39682 | 41268 | 42920 |
| 15P | 33524 | 34569 | 36763 | 38002 | 40993 | 42635 | 44339 |
| 16P | 34611 | 35694 | 37964 | 39245 | 42337 | 44030 | 45792 |
| 17P | 35733 | 36851 | 39197 | 40521 | 43717 | 45466 | 47284 |
| 18P | 36853 | 38006 | 40429 | 41796 | 45097 | 46902 | 48777 |
| 19P | 38041 | 39235 | 41736 | 43151 | 46562 | 48422 | 50361 |
| 20P | 39319 | 40555 | 43144 | 44608 | 48136 | 50063 | 52064 |
| 21P | 40594 | 41868 | 44544 | 46057 | 49708 | 51693 | 53761 |
| 22P | 42029 | 43352 | 46125 | 47695 | 51476 | 53535 | 55676 |
| 23P | 43461 | 44829 | 47701 | 49324 | 53239 | 55368 | 57583 |
| 24P | 44972 | 46390 | 49365 | 51045 | 55101 | 57305 | 59595 |
| 25P | 46567 | 48037 | 51120 | 52864 | 57068 | 59350 | 61724 |
| 26P | 47686 | 49193 | 52355 | 54138 | 58448 | 60783 | 63216 |
| 27P | 50051 | 51634 | 54958 | 56833 | 61362 | 63816 | 66368 |
| 28P | 51459 | 53088 | 56506 | 58437 | 63096 | 65620 | 68245 |
| 29P | 53078 | 54759 | 58287 | 60280 | 65089 | 67693 | 70401 |
| 30P | 54705 | 56438 | 60078 | 62134 | 67093 | 69777 | 72569 |
| 31P | 56400 | 58188 | 61943 | 64065 | 69182 | 71949 | 74826 |
| 32P | 58210 | 60058 | 63936 | 66127 | 71411 | 74269 | 77240 |
| 33P | 60083 | 61991 | 65998 | 68259 | 73720 | 76670 | 79736 |
| 34P | 62016 | 63986 | 68126 | 70463 | 76102 | 79145 | 82310 |
| 35P | 64074 | 66114 | 70390 | 72807 | 78639 | 81785 | 85057 |
| 36P | 66237 | 68347 | 72772 | 75272 | 81304 | 84556 | 87939 |
| 37P | 68443 | 70623 | 75201 | 77786 | 84022 | 87383 | 90878 |
| 38P | 70876 | 73136 | 77880 | 80558 | 87021 | 90502 | 94122 |
| 39P | 73309 | 75648 | 80556 | 83327 | 90017 | 93619 | 97363 |
| 40P | 75471 | 77881 | 82936 | 85791 | 92682 | 96391 | 100245 |
| 41P | 78699 | 81212 | 86487 | 89469 | 96660 | 100526 | 104546 |
| 42P | 81612 | 84221 | 89697 | 92788 | 100250 | 104260 | 108430 |
| 43P | 84607 | 87314 | 92994 | 96200 | 103939 | 108097 | 112421 |
| 44P | 87789 | 90599 | 96495 | 99826 | 107862 | 112177 | 116663 |
| 45P | 91095 | 94010 | 100132 | 103589 | 111934 | 116409 | 121065 |
| 46P | 94593 | 97624 | 103985 | 107576 | 116245 | 120895 | 125730 |

Proposed 2024 Scale

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

November 21, 2023

FN 20 _____

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

WAYS & MEANS

Re: Salary Reallocations To Implement Collective Bargaining Agreements, Budget Changes and Necessary Associated Changes

Dear County Executive Picente:

The collective bargaining agreements between Oneida County and the United Public Service Employees Union and the 2024 adopted budget include various salary reallocations. In order to implement these changes, and other necessary changes associated with them, I am requesting that the Board of Legislators pass a resolution adopting the following salary reallocations:

| <u>Title</u> | <u>Current Grade</u> | <u>New Grade</u> |
|---|----------------------|------------------|
| Administrative Assistant | 19W | 21W |
| Account Clerk | 11W | 13 W |
| Accounting Supervisor | 21W | 23W |
| Airport Maintenance Worker | 15B | 18B |
| Airport Maintenance Supervisor | 17B | 21B |
| Assistant Chief Wastewater Treatment Plant Operator | 36B | 37B |
| Assistant Motor Vehicle Bureau Supervisor | 18W | 20W |
| Assistant Personnel Technician | 18M | 20M |
| Assistant Superintendent of Buildings and Grounds | 24B | 25B |
| Assistant to the County Executive | 28M | 30M |
| Clerk | 10W | 12W |
| Clerk – Board of Legislators | 38M | 40M |
| Chief Wastewater Disposal Solids Operator | 34B | 35B |
| College Services Associate | 21W | 22W |
| Commissioner of Personnel | 45M | 49M |
| Community Services Coordinator | 38M | 40M |
| Community Services Worker | 13W | 14W |

| | | |
|---|-----|-----|
| Customer Relations Supervisor | 23W | 25W |
| Data Processing Clerk | 17W | 18W |
| Data Processor I | 11W | 13W |
| Data Processor II | 13W | 15W |
| Delinquent Tax Clerk | 17W | 18W |
| Deputy Clerk to Board of Legislators | 31M | 33M |
| Deputy Commissioner of Personnel | 38M | 42M |
| Director of Civil Service Administration | 34M | 36M |
| Director of Workers Compensation | 34M | 36M |
| Disbursement Officer | 21W | 23W |
| District Supervisor | 22B | 25B |
| Family Services Specialist | 28W | 29W |
| Heavy Equipment Mechanic Supervisor | 22B | 25B |
| HVAC Building Superintendent | 24B | 25B |
| Legislative Analyst | 25M | 28M |
| Mail & Supply Clerk | 14W | 15W |
| Mail Clerk | 10W | 12W |
| Map Room Clerk | 14W | 15W |
| Motor Vehicle Representative | 14W | 16W |
| Office Specialist I | 10W | 12W |
| Office Specialist II | 11W | 13W |
| Outreach Worker (& Spanish Speaking) | 16W | 17W |
| Paralegal Assistant | 25W | 27W |
| Paralegal Assistant II | 28W | 30W |
| Personnel Technician I | 21M | 25M |
| Personnel Technician II | 25M | 29M |
| Personnel Technician III | 29M | 33M |
| Phlebotomist – Outreach Worker | 16W | 17W |
| Principal Account Clerk | 19W | 21W |
| Principal Clerk | 19W | 21W |
| Principal Office Specialist | 15W | 17W |
| Printing Helper | 13W | 15W |
| Probation Officer 1 | 27W | 28W |
| Probation Supervisor 1 | 29W | 31W |
| Secretary to Director of Real Property Tax Services | 11W | 13W |
| Senior Account Clerk | 14W | 16W |
| Senior Administrative Assistant | 21W | 23W |
| Senior Clerk | 12W | 14W |
| Senior Family Services Specialist | 29W | 30W |
| Senior Motor Vehicle Representative | 15W | 18W |
| Senior Office Specialist I | 12W | 14W |
| Senior Office Specialist II | 13W | 15W |
| Senior Probation Officer | 28W | 29W |
| Senior Wastewater Treatment Plant Operator | 29B | 30B |
| Superintendent of Airport Maintenance | 30B | 31B |

| | | |
|---|-----|-----|
| Tax Clerk | 15W | 17W |
| Telephone Operator II | 12W | 14W |
| Wastewater Treatment Plant Maintenance Superintendent | 36B | 37B |
| Wastewater Treatment Plant Operator | 27B | 28B |

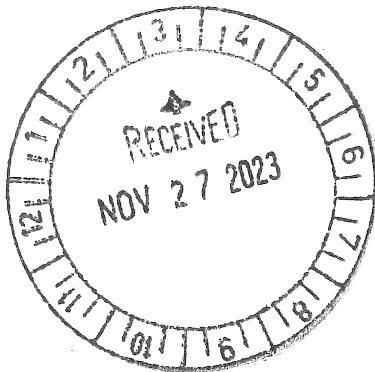
If you concur, please forward this letter to the Board of Legislators and ask that they reallocate the titles as listed above. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this agreement.

Respectfully submitted,

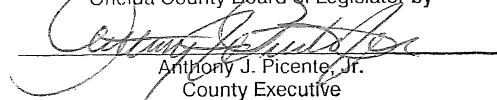


Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director



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



Anthony J. Picente, Jr.
County Executive

Date 11-22-23

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

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

October 31, 2023

FN 20 23 - 360

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

PUBLIC SAFETY

WAYS & MEANS

Re: Addition of Senior Assistant District Attorney to the Oneida County Classification Plan

Dear County Executive Picente:

I have enclosed a job specification for the title Senior Assistant District Attorney that outlines the responsibilities and duties for the position. Also enclosed for your review and consideration is correspondence from District Attorney, Scott D. McNamara, requesting addition of this title to the Oneida County Classification Plan.

District Attorney McNamara has identified the need for this position to ensure that there is compliance with all facets of discovery.

District Attorney McNamara has requested that the salary for the title Senior Assistant District Attorney be set at Grade 48M, Step 4, starting at \$100,399.

If you concur, please forward this letter to the Board of Legislators and ask that set the salary for the title Senior Assistant District Attorney at Grade 48M, Step 4, starting at \$100,399. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Enclosures

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



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

Anthony J. Picente Jr.
County Executive

Date 11-2-23

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY

Todd C. Carville
Chief Assistant District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
William J. Barry III
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Sara D. Lupi
Jennifer M. Scholl
Angelo J. Partipelo III

Michael A. LaBella
Amanda M. Tucciarone
Nicholas T. Fletcher
Rachel B. McNamara
Andrew K. Rahme
Dawn C. Lupi
Thomas B. Luka
Kathleen Arcuri
Robert Rose

October 30, 2023

Oneida County Personnel Department
ATTN: Amanda Cortese-Kolasz
800 Park Avenue
Utica, New York 13501

RE: Change of Title / Pay
Assistant District Attorney I to Senior Assistant District Attorney

Dear Amanda:

I am writing to seek approval to take one of my open Assistant District Attorney I positions (Position 39) and change the title of that position to that of Senior Assistant District Attorney. I am seeking to reclassify the position at Grade 48M, step 11 with a salary of \$127,987.00.

This re-titled position will become a supervisory position in the District Attorney's Office and the incumbent will supervise the planning and execution of trials occurring in the Courts of Oneida County.

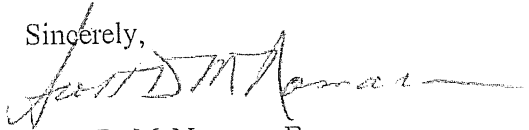
The incumbent will work with our assistant district attorneys, paralegals, victim witness coordinators and senior confidential investigators to ensure that there is compliance with all facets of discovery and will provide training to assistant district attorneys relative to trial practice. The incumbent will also work with other federal, state and local law enforcement to ensure discovery compliance.

A successful candidate for this position must be admitted to practice in the State of New York and must have been a prosecutor in New York State for at least ten (10) years.

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

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott D. McNamara", with a long horizontal flourish extending to the right.

Scott D. McNamara, Esq.
District Attorney

Jurisdictional Class: Pending Jurisdictional Classification
EEO Category: Professional
Adopted: XX/XX/2023

SENIOR ASSISTANT DISTRICT ATTORNEY

DISTINGUISHING FEATURES OF THE CLASS: This is a professional legal and supervisory position in the Office of the Oneida County District Attorney. The incumbent provides counsel to the District Attorney, and coordinates with the Chief Assistant District Attorney and Executive Administrative Assistant District Attorney relative to the planning and execution of trials conducted by Assistant District Attorneys in the Courts of Oneida County. The incumbent operates under the general direction and serves at the pleasure of the District Attorney with wide leeway allowed for the exercise of independent judgment in carrying out the details of the work. The incumbent supervises the planning and execution of criminal trials and provides direct supervision to Assistant District Attorneys, investigators and support personnel with regard to all aspects of discovery compliance. The incumbent performs additional duties at the discretion of the District Attorney and performs related work as required.

MINIMUM QUALIFICATIONS:

Admission to the Bar of New York State with current good standing **AND** ten (10) years of experience as a prosecutor in New York State.

SPECIAL REQUIREMENT: Must be a legal resident of Oneida County, Herkimer County, Lewis County, Madison County, Oswego County or Otsego County per Local Law "B" of 1991.

Adopted: XX/XX/2023



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

300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Holly Bolton
Director

November 29, 2023

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

Re: JAG Grant (FY 2022)

Dear County Executive Picente:

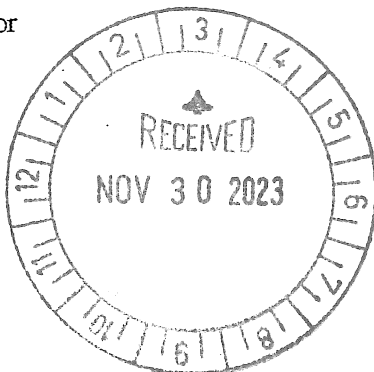
Attached is an agreement offered by the City of Utica to provide the Probation Department with a \$5,600.00 portion of the Utica Police Department's (UPD) 2022 Byrne Justice Assistance Grant (JAG) Program Award. This money will reimburse salaries and fringe benefits of probation officers who work overtime in connection with the joint UPD/Probation Department Juvenile Ride-Along Program.

For several years, we have collaboratively participated in the Ride-Along Program supported by funds from this grant. Under this program, UPD officers and probation officers visit youth sentenced to "domicile restriction," as an alternative to costly and disruptive detention. By conducting evening home visits, we are able to meet with parents and significant others. This program is an integral strategy of our Juvenile Alternative to Detention and Juvenile Delinquency Prevention Plan. Per the agreement, the County agrees to spend the funds no later than September 30, 2025.

Assuming this agreement meets with your approval, please forward it to the Board of Legislators for its consideration. Thank you for your attention to this matter and if you have any questions, please do not hesitate to contact me.

Very truly yours,

Holly Bolton
Probation Director



FN 20 23 361

PUBLIC SAFETY

~~HEALTH & HUMAN SERVICES~~

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

Oneida Co. Department: Probation

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name and Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13501

Title of Activity or Service: City of Utica Allocating a Portion of its Justice Assistance Grant (JAG) Program Award to the County

Proposed Dates of Operation: October 1, 2021 – September 30, 2025

Client Population/Number to be Served: 250 Juvenile and Adult Offenders

Summary Statements

- 1) **Narrative Description of Proposed Services:** Money will reimburse salaries and fringe benefits for probation officers working overtime while participating in the joint Utica Police Department (UPD) & Probation Department Juvenile Ride-Along Program.

- 2) **Objectives/Outcomes:** UPD officers and County probation officers ride together to visit and monitor juveniles enrolled in the domicile restriction program as an alternative to detention.

- 3) **Program Design and Staffing:** Domicile staff performing overtime function.

Total Funding Requested: \$5,600.00

Account # A2379 (Revenue)

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): The City of Utica is allocating a portion of its NYS JAG Grant Funds to the County.

Cost Per Client Served: NA

Past Performance Data: 95% completion of the program by juveniles placed on Domicile Restriction.

O.C. Department Staff Comments: This is a highly successful and cost-effective way to keep juveniles in their homes as opposed to detention. We strongly support this agreement.

**INTERMUNICIPAL AGREEMENT
BETWEEN THE CITY OF UTICA, NY AND COUNTY OF ONEIDA, NY**

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ___ day of _____ 2023, by and between the CITY OF UTICA (the "CITY"), located at 1 Kennedy Plaza, Utica, New York, 13502, through the UTICA POLICE DEPARTMENT, located at 413 Oriskany Street West, Utica, NY 13501, and the COUNTY OF ONEIDA (the "COUNTY"), located at 800 Park Avenue, Utica, NY 13501, through its PROBATION DEPARTMENT, located at 321 Main Street, Utica, NY 13501 (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the CITY received an award for the BJA FY22 Edward Byrne Memorial Justice Assistance Grant ("JAG Funds") in the amount of \$32,208.00; and

WHEREAS, the Parties believe it to be in the best interests of both to reallocate a portion of the JAG Funds; and

WHEREAS, the CITY agrees to provide COUNTY \$5,600.00 from the JAG Funds; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the COUNTY for its services under this Agreement;

NOW THEREFORE, the CITY and the COUNTY agree as follows:

1. The CITY agrees to provide the COUNTY with a total of five thousand six hundred dollars (\$5,600.00) of JAG Funds.
2. The COUNTY agrees to use the JAG Funds from October 1, 2021 to September 30, 2025 to assist the COUNTY in their juvenile domicile restriction program, an alternative to detention. The PROBATION DEPARTMENT, in conjunction with the UTICA POLICE DEPARTMENT, shall visit juveniles on domicile restriction after hours. Home visits and drive-bys will be conducted in UTICA POLICE DEPARTMENT cars with both UTICA POLICE DEPARTMENT Officers and PROBATION DEPARTMENT Officers. The COUNTY will use the JAG Funds towards staff overtime expenses incurred by the COUNTY.
3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).
4. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).

5. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

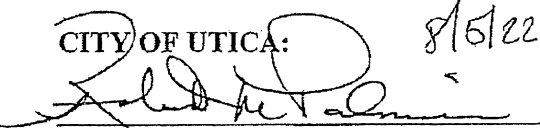
6. By entering into this Agreement, the Parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

7. The CITY and the COUNTY are independent contractors, and the employees of each shall not be considered to be an employee of the other for any purposes including, but not limited to, claims for unemployment insurance, workers' compensation retirement, or health benefits. The Parties agree that in accordance with their status as, nor claim to be, officers or employees of the other and will not make any claim, demand, or application to or for any right or privilege applicable to such Party. Both Parties agree to comply with all 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.

8. The terms of this Agreement constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative as of the date first written above.

CITY OF UTICA:

 8/15/22

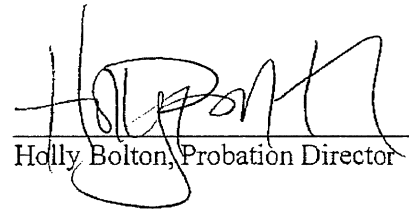
Robert M. Palmieri, Jr., Mayor



Mark W. Williams, Chief of Police

COUNTY OF ONEIDA:

Anthony J. Picente, Jr., County Executive



Holly Bolton, Probation Director

APPROVED AS TO FORM:

Assistant County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 17, 2023

FN 20 23-362

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

PUBLIC SAFETY

WAYS & MEANS

Dear Chairman:

The Board of Legislators passed a grant agreement between Oneida County Department of Emergency Services and the State of New York through its Division of Homeland Security and Emergency Services and its Statewide Interoperable Communications Grant Program for \$1,411,546.00. This grant was to aid the improving emergency response and improving the infrastructure. Unfortunately, when resolution #20 was passed on January 11, 2023, there was no corresponding legislation to set up the capital project to enable the county to spend the funds.

I, therefore, request the establishment of a capital project to enable the expending the grants funds for their designated purposes.


A.) Establishment of **Capital Project H-EMG - 100 – 30972 - Emergency Services – 2021-2022 SICG**

B.) Funding for the capital Project H-EMG - 100 is as follows:

H – EMG – 100 – 3397 – State Aid - Capital – Public Safety...\$ 1,411,546.00

Thank you for your kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive



CC: Comptroller
County Attorney
Budget
Emergency Services

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 020

INTRODUCED BY: Messrs. Flisnik, Idzi, Julian, Leone Mme. McNiel, Reale
2ND BY: Mr. Joseph

RE: APPROVAL OF GRANT AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS DEPARTMENT OF EMERGENCY SERVICES, AND THE STATE OF NEW YORK, THROUGH ITS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

WHEREAS, This Board is in receipt of correspondence from Edward T. Stevens, Director of Emergency Services, requesting the approval of a Grant Agreement between the County of Oneida (“County”), through its Department of Emergency Services, and the State of New York State (“State”), through its Division of Homeland Security and Emergency Services, through the Statewide Interoperable Communications Grant Program, pursuant to which the State will award the County \$1,411,546.00, to aid public safety organizations in enhancing emergency response, improving capability, improving governance structures, improving operating procedures, providing infrastructure development, and addressing guidance from the United States Department of Homeland Security’s Office of Emergency Communications, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Grant Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby approves of, and authorizes Oneida County Executive, Anthony J. Picente, Jr., to electronically execute, the Grant Agreement between the County and the State, and any and all documents related thereto, in the amount of \$1,411,546.00, for a term commencing January 1, 2022 and ending December 31, 2024.

APPROVED: Public Safety Committee (January 10, 2023)
 Ways and Means Committee (January 11, 2023)

DATED: January 11, 2023

Adopted by the following vote:
AYES 22 NAYS 0 ABSENT 1 (Mme. Ervin)



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara
Chief Deputy Mark Kinderman

Sheriff Robert M. Maciol

November 29, 2023

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

FN 20 23 363

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP). The County has a contract with Justice Benefits, Inc. to prepare the application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose.

The grant award is \$43,026. This revenue will be deferred to 2024. Justice Services Inc. is entitled to a commission of the award. The grant funds will be used for security cameras for the jail visitation and for the parking lot for increased coverage and security. The remaining amount of the grant (\$15,230) will be expensed and a supplemental appropriation will be submitted at a later date. There will be no cost to the County.

I respectfully request that this matter be acted on at the Board of Legislator's January 2024 board meeting.

The 2024 Supplemental Appropriation request is as follows:

| | | | |
|-------------------------|-------------------|-----------------|-----------|
| <u>Increase:</u> | 3110 3110.195-000 | Fees/Service | \$ 9,466 |
| | 3110 3051.290-000 | Other Equipment | \$ 18,330 |

This supplemental appropriation will be fully supported by revenue currently held in:

| | | | |
|-------------------------|--------------------|------------------------------|-----------|
| <u>Increase:</u> | 3110 3110.4389-140 | Federal Aid-Alien Assistance | \$ 27,796 |
|-------------------------|--------------------|------------------------------|-----------|

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara
Chief Deputy Mark Kinderman

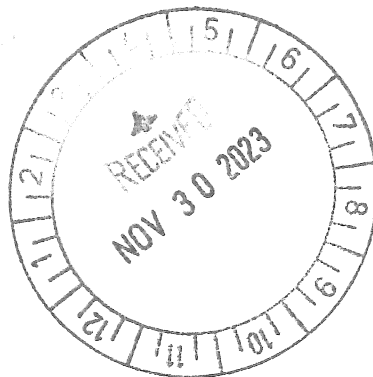
Sheriff Robert M. Maciol

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director
Mark Kinderman, Chief Deputy
Sheryl Brown, Deputy Comptroller



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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

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

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman
Chief Deputy Derrick O'Meara



Sheriff Robert M. Maciol

November 29, 2023

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

FN 20 23 367

PUBLIC SAFETY

WAYS & MEANS

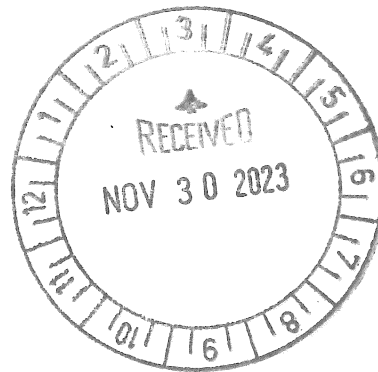
Dear County Executive Picente:

The Sheriff's Office has been approved for a Payment Award in the amount of \$30,818.00 from the Department of Justice, Office of Justice Programs. This Award is pursuant to the "State Criminal Alien Assistance Program" (SCAAP) and covers costs related to the incarceration of "undocumented criminal aliens" at the Correctional Facility. The Award term is July 1, 2021 through December 31, 2024. There are no County dollars in connection with this Award.

If you find this Payment Award acceptable, please forward it to the Board of Legislators for its approval. Once approved, please sign both on paper and by signature. 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 11-29-23



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

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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

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: United States Department of Justice
Office of Justice Programs
Bureau of Justice Assistance
950 Pennsylvania Avenue, NW
Washington, DC 20530

Title of Activity or Service: State Criminal Alien Assistance Program (SCAAP)
Payment Award

Proposed Dates of Operation: 7/1/2021 – 12/31/2024

Client Population/Number to be Served: Award funds are used for “correctional purposes” relative to “undocumented criminal aliens” who are incarcerated at the Correctional Facility

Summary Statements

1. **Narrative Description of Proposed Services:** SCAAP funds are used in connection with “undocumented criminal aliens” who are detained within the Correctional Facility.
2. **Program/Service Objectives and Outcomes:** Fund costs associated with the incarceration of “undocumented criminal aliens” at the Correctional Facility.
3. **Program Design and Staffing:** N/A

Total Funding Requested: \$30,818.00

Account #3110-3110.43894-140

Oneida County Dept. Funding Recommendation: \$30,818.00

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

Cost Per Client Served: N/A

Past Performance Data: The County has received SCAAP funds in previous years for use in the Correctional Facility.

O.C. Department Staff Comments: N/A



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

| | |
|--|--|
| Name and Address of Recipient: | COUNTY OF ONEIDA 800 PARK AVE |
| City, State and Zip: | UTICA, NY 13501 |
| Recipient UEI: | ZPE7BYWV84S3 |
| Project Title: FY2023 SCAAP GRANT 7/1/21-6/30/22 | Award Number: 15PBJA-23-RR-05822-SCAA |
| Solicitation Title: BJA FY 23 State Criminal Alien Assistance Program | |
| Federal Award Amount: \$30,818.00 | Federal Award Date: 11/21/23 |
| Awarding Agency: | Office of Justice Programs Bureau of Justice Assistance |
| Funding Instrument Type: | Reimbursement |
| Opportunity Category: O | |
| Assistance Listing: 16.606 - State Criminal Alien Assistance Program | |
| Project Period Start Date: 7/1/21 | Project Period End Date: 12/31/24 |
| Budget Period Start Date: 7/1/21 | Budget Period End Date: 12/31/24 |
| Project Description: | |

Award Letter

November 21, 2023

Dear SHERYL BROWN,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF ONEIDA for a Payment Award (non-grant) under the funding opportunity entitled 2023 BJA FY 23 State Criminal Alien Assistance Program. The approved payment amount is \$30,818.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term "award" should be understood as this payment award.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations on your payment award.

Maureen Henneberg
Deputy Assistant Attorney General

Award Information

This award is offered subject to the conditions or limitations set forth in the award instrument.

Recipient Information**Recipient Name**

COUNTY OF ONEIDA

UEI

ZPE7BYWV84S3

Street 1

800 PARK AVE

Street 2**City**

UTICA

State/U.S. Territory

New York

Zip/Postal Code

13501

Country

United States

County/Parish**Province**

Award Details

Payment Award Date

11/21/23

Award Type

Initial

Award Number

15PBJA-23-RR-05822-SCAA

Supplement Number

00

Payment Award Amount

\$30,818.00

Funding Instrument Type

Reimbursement

**Assistance Listing
Number**

16.606

Assistance Listings Program Title

State Criminal Alien Assistance Program

Statutory Authority

8 U.S.C. 1231(i); Department of Justice Appropriations Act, 2023 (Pub. L. No. 117-328), 136 Stat. 4459, 4535

I have read and understand the information presented in this section of the award instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the award instrument.

1

In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

2

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6).

I have read and understand the information presented in this section of the award instrument.

SCAAP Certifications**Applicant Government and Submitting Government Official**

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the SCAAP program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the "SCAAP Program Requirements and Application Instructions." I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the

applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the SCAAP program (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP Program Requirements and Application Instructions," and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the SCAAP program (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the "SCAAP Program Requirements and Application Instructions" and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

[]

I have read and understand the information presented in this section of the award instrument.

SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable "correctional purposes."

Salaries for corrections officers

Overtime costs

Corrections work force
recruitment and retention
Construction of corrections
facilities

Training/education for offenders

Training for corrections officers
related to offender population
management

Consultants involved with
offender population

Medical and mental health
services

Vehicle rental/purchase for
transport of offenders

Prison industries

Pre-release/reentry programs

Technology involving offender
management/inter-agency
information sharing

Disaster preparedness
continuity of operations for
corrections facility

[]

I have read and understand the information presented in this section of the award instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand

that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

| Title of Approving Official | Name of Approving Official | Signed Date And Time |
|------------------------------------|-----------------------------------|-----------------------------|
| Deputy Assistant Attorney General | Maureen Henneberg | 11/17/23 9:59 AM |

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Deputy Comptroller

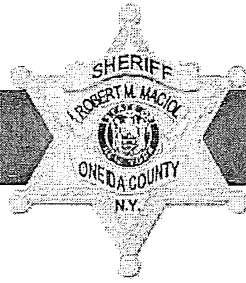
Signed Date And Time

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman
Chief Deputy Derrick O'Meara



Sheriff Robert M. Maciol

October 24, 2023

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

FN 20 23 365

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Please find for your review an agreement with Trenton City Cleaners, LLC to provide dry cleaning and laundry services for the Sheriff's Office, all divisions. The County issued an invitation to bid for these services (Bid Ref. No. 2256), and Trenton City Cleaners, LLC was the sole bidder to respond.

The agreement will be for an initial term of one year, with up to three renewal terms of one year each. The Sheriff's Office requests authority to hire Trenton City Cleaners, LLC for all four years (the initial term and The three renewal terms). The price to the County would be as follows, to be paid from County funds:

| | |
|---------------------------|---------------------|
| Initial Term | \$ 74,990.72 |
| First Renewal Term | \$ 77,240.44 |
| Second Renewal Term | \$ 79,557.65 |
| <u>Third Renewal Term</u> | <u>\$ 81,944.38</u> |
| TOTAL | \$ 313,733.19 |

If you find the enclosed contract acceptable, I request that you forward the same to the Board of Legislators For its review and consideration.

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



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 X
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Trenton City Cleaners, LLC
414 Trenton Road #1641
Utica, New York 13502

Title of Activity or Service: Dry Cleaning and Laundry Services

Proposed Dates of Operation: Initial Term – One Year (starting on execution)
First Renewal Term – Second Year
Second Renewal Term – Third Year
Third Renewal Term – Fourth Year

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services.** Pursuant to this agreement, Trenton City Cleaners LLC will perform dry cleaning and laundry services for the Sheriff's Office, all divisions. The company will pickup garments on a weekly basis from three designated locations, transport the garments to its facility, clean the garments, and then drop-off the garments at its next weekly visit.
- 2) **Program/Service Objectives and Outcomes.** To provide the Sheriff's Office with clean garments on a weekly basis.
- 3) **Program Design and Staffing.** The Contractor shall provide all services required under the Agreement, however, designated County employees will be required to prepare inventory sheets of garments for pickup.

Total Funding Requested: \$313,733.19 **Account #** _____.

Oneida County Dept. Funding Recommendation: \$313,733.19

Proposed Funding Sources (Federal \$/State \$/County \$): County: \$313,733.19

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT

This Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”), is between the County of Oneida (“County”), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501 and Trenton City Cleaners, LLC (“Contractor”), a New York limited liability company with its principal offices at 414 Trenton Road # 1641, Utica, New York 13502. The County and Contractor are each a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, the Oneida County Sheriff’s Office requires dry cleaning and laundry services for its divisions, and the County issued Invitation to Bid Number 2256 seeking sealed bids for such services; and

WHEREAS, the Contractor responded to the invitation to bid and offered to provide dry cleaning and laundry services for the prices indicated in the Contractor’s response; and

WHEREAS, the County wishes to purchase dry cleaning and laundry services from the Contractor, and the Contractor wishes to provide such services to the County, according to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. The Services. Contractor shall provide the County with the following services (collectively, the “Services”).

- a. Pick-up and Delivery Dates and Times. No less than once per week, on a weekday mutually agreed to by the Parties and at a time between 9:00 a.m. and 3:00 p.m. (each a “Pick-up/Drop-off Date” and collectively, the “Pick-up/Drop-off Dates”), the Contractor shall visit each of the following locations to pick up soiled garments and to deliver clean garments (each, a “Location”):
 - i. Oneida County Courthouse, Sheriff’s Office, 200 Elizabeth Street, Utica, NY 13501 (use Charlotte Street Entrance).
 - ii. Oneida County Law Enforcement Building, 6065 Judd Road, Oriskany, NY 13424.
 - iii. Oneida County Correctional Facility, 6075 Judd Road, Oriskany, NY 13424.

- b. Pick-up Services. On each Pick-up/Drop-off Date, the County shall, at each Location, provide Contractor an inventory sheet recording all garments to be pick-up by the Contractor at such Location (“Pick-up Inventory Sheet”). The County and Contractor shall each sign the Pick-up Inventory Sheet, signifying their agreement with the items recorded therein. Contractor shall pick up all such garments from each Location and transport the garments to Contractor’s dry cleaning/laundry facility.
- c. Dry Cleaning & Laundry Services.
 - i. At its facility, Contractor shall examine the labels for each garment and determine which method of cleaning to apply to each garment.
 - ii. Contractor shall dry clean or launder and dry all garments, removing all dirt, oil, stains, and other soiling or blemishes.
 - iii. Contractor shall then iron, press, or otherwise de-wrinkle all garments, as appropriate to each type of garment.
 - iv. Contractor shall place all cleaned and de-wrinkled garments on hangars and shall cover hangars in clear plastic bags.
 - v. Contractor shall ensure that garments are grouped together in the same groups as when picked-up, meaning, for example and without limitation, that a jacket and pants that were picked-up together shall remain grouped.
- d. Drop-Off Services. On each Pick-up/Drop-off Date, Contractor shall deliver to each Location all garments which Contractor picked-up from such Location on the preceding Pick-up/Drop-off Date, ensuring that garments remain grouped and organized in the same manner as they were picked-up. Contractor shall provide an inventory sheet recording all garments delivered to the County for each Location (“Drop-off Inventory Sheet”). Contractor and the County shall each sign the Drop-off Inventory Sheet, signifying their agreement with the items recorded therein.
- e. Disagreement Regarding Inventory Sheets. In the event that either Party determines that a garment should not be included in the Pick-up Inventory Sheet or Drop-off Inventory Sheet, such Party may strikethrough such item before signing the sheet. Contractor shall not be required to clean, and the County shall not be required to pay for, any item so removed from either sheet.
- f. Soiled, Lost or Damaged Garments.
 - i. In the event that Contractor returns a garment to the County in a soiled condition, the Contractor shall re-clean the garment at no additional cost to the County.

- ii. In the event that the Contractor damages or loses any garment, Contractor shall pay the County an amount equal to the replacement cost of such garment within 30 days of receipt from the County of a bill or invoice for such garment. Alternatively, at the County's election and in its sole discretion, the Contractor may issue the County a credit for the replacement cost of such garment, such credit to appear on the Contractor's monthly invoice.

2. Term. The initial term of this Agreement shall commence upon the Effective Date and continue for one (1) year ("Initial Term"). The Parties may renew this Agreement for up to three (3) additional terms of one (1) year each (each, a "Renewal Term") upon the terms and conditions set forth herein.

3. Payment and Billing.

- a. In exchange for the Services, the County shall pay Contractor for each garment as follows, in the following estimated annual quantities:

| <u>ITEMS</u> | <u>Quantity/Year</u> | <u>Cost Each</u> | <u>Total Price</u> |
|------------------------|----------------------|------------------|--------------------|
| JAIL | | | |
| Pants | 936 | \$5.49 | \$5,138.64 |
| Shirts | 1083 | \$4.39 | \$4,754.37 |
| Jackets/Cruiser | 84 | \$10.99 | \$923.16 |
| Ties | 0 | \$10.99 | \$0 |
| Sweaters | 120 | \$5.49 | \$658.80 |
| LAW ENFORCEMENT | | | |
| Pants | 1,425 | \$5.49 | \$7,823.25 |
| Shirts | 2,146 | \$4.39 | \$9,420.94 |
| Jackets | 67 | \$8.79 | \$588.93 |
| Ties | 0 | \$10.99 | \$0 |
| Sweaters | 285 | \$4.39 | \$1,251.15 |
| Vests | 12 | \$4.39 | \$52.68 |
| Windbreakers | 20 | \$10.99 | \$219.80 |
| COURT ATTENDANT | | | |
| Men's Slacks | 820 | \$5.49 | \$4,501.80 |
| Skirts | 30 | \$4.39 | \$131.70 |

| | | | | |
|--------------------------|-----------------------|-------|---------|-------------|
| | Shirts | 1,278 | \$4.39 | \$5,610.42 |
| | Blazers/Jackets | 100 | \$6.59 | \$659.00 |
| CIVILIAN CLOTHING | | | | |
| | Shirts/Blouses | 3,813 | \$4.39 | \$16,739.07 |
| | Blouses | 14 | \$4.39 | \$61.46 |
| | Pants | 2,420 | \$5.49 | \$13,285.80 |
| | Women's Slacks | 120 | \$4.39 | \$526.80 |
| | Skirts | 26 | \$4.39 | \$114.14 |
| | Dresses | 2 | \$8.79 | \$17.58 |
| | Ties | 80 | \$3.30 | \$264.00 |
| | Sweaters | 56 | \$5.49 | \$307.44 |
| | Blazers/Suit Coats | 261 | \$6.59 | \$1,719.99 |
| | Overcoats | 20 | \$10.99 | \$219.80 |

- b. The Parties expressly agree that the quantities set forth in the foregoing Section 3(a) are estimates only, and that such quantities are subject to change. Contractor shall provide the Services at the prices indicated in Section 3(a) without regard to the actual quantity of garments designated for pick-up during the term of this Agreement.
 - c. Contractor shall by no later than the fifth day of each month deliver to the County an itemized statement for each Location, detailing each garment cleaned in the preceding month for such Location, the price for each such garment, and the total price due for such Location.
 - d. The County shall pay each invoice within 30 days of receipt.
 - e. In the event that the Parties agree to renew this Agreement for a Renewal Term, the payments provided in Section 3(a) shall be increased by three percent (3%) upon each such renewal of this Agreement.
4. Contractor Representations, Warranties, and Covenants.
- a. Contractor represents that it is properly qualified, licensed, financed, organized and equipped to perform the Services hereunder.
 - b. Contractor shall maintain sufficient employees, equipment, materials, and supplies to provide the Services for such annual quantities of garments as estimated in Section 3(a) hereof.

- c. Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses and requirements thereunder in connection with performance of the Services.
- d. Contractor understands that prompt and ready provision of the Services delineated under this Agreement is required by the County, time being of the essence.
- e. Contractor shall not discriminate against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Contractor shall not establish or permit any such practice(s) of discrimination.

5. Indemnification. Contractor shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgements arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor and its, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by Contractor to comply with any of the covenants, terms or conditions of this Agreement.

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

- a. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
- b. Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- c. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles.

- d. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- e. Waiver of Subrogation: The Contractor waives all rights against the County, its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- f. The Contractor shall not begin work until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7. Termination. The County may terminate this Agreement for any reason, or no reason, upon 30 days' advance written notice to Contractor. On the effective date of any termination of this Agreement, the County will pay Contractor only for those Services provided up to such date.

8. Independent Contractor.

- a. Contractor and its employees, agents, personnel, officers, and servants shall be independent contractors. They shall not be deemed employees of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County and Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Contractor's status as an independent contractor.
- b. Payments to Contractor shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. Contractor shall be solely responsible for all applicable taxes, payroll

deductions, workers' compensation insurance, and provision of health insurance where required. Contractor shall indemnify and hold County harmless from all loss or liability incurred by Contractor as a result of Contractor not making such payments or withholdings.

9. Additional Terms and Conditions.

- a. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses first set forth above or to such other address as either Party may designate in writing.
- b. Assignment & Successors. Contractor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this subparagraph, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- c. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- d. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.
- e. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.
- f. Entire Agreement. This Agreement constitutes 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 Exhibit A-Standard Oneida County Conditions, attached hereto.
- g. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.
- h. 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.

- i. 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.
- j. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[Remainder of page intentionally blank.]


IN WITNESS WHEREOF, the Parties herein have set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date

TRENTON CITY CLEANERS, LLC



Amrit Dhaniram
President

Date

11-28-23

Approved:

Andrew Dean, Esq.
Assistant County Attorney

Exhibit A

(Standard Conditions)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida (“County”) and Trenton City Cleaners, LLC (“Contractor”), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of

race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by

law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor

Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action

as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building

800 Park Avenue ♦ Utica, New York 13501-2975

(315) 798-5910 ♦ fax: (315) 798-5603

www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

November 28, 2023

FN 20 23 366.1

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

COMMUNITY DEVELOPMENT
DEPARTMENT
WAYS & MEANS

Dear County Executive Picente:

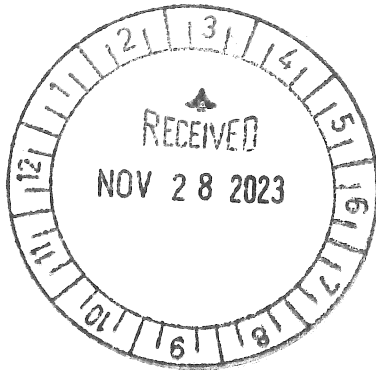
Please find enclosed, for your review and consideration, an agreement between Oneida County and Mohawk Valley EDGE. The term of this agreement is January 1, 2024 through December 31, 2024. The purpose of this agreement is to help fund EDGE's mission, which includes publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region, as well as to provide support, expertise and other initiatives that showcase the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand. The total value of the agreement is four hundred forty-nine thousand eight hundred and seventy-four dollars and zero cents (\$449,874.00) over the course of the 2024 calendar year.

If the enclosed meets with your approval, I respectfully request that you forward it to the Board of Legislators for approval at its next meeting. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

Sincerely,

Andrew Dean, Esq.
Assistant County Attorney

Enclosures



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

Anthony J. Picente, Jr.
County Executive

Date 11-28-23

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Economic Development Growth Enterprises Corporation
584 Phoenix Drive
Rome, New York 13441

Title of Activity or Service: Annual Appropriation - Staff Services

Proposed Dates of Operation: January 1, 2024 – December 31, 2024

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Funding provided to carry out initiatives to improve the region's economy.
- 2) **Program/Service Objectives and Outcomes:** To attract new investment and growth, as well as assisting Oneida County business with new opportunities.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$449,874.00 **Account # A6432.495 & A6436.495**

Oneida County Dept. Funding Recommendation: \$449,874.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Included with the 2024 budget. The contract is also subject to approval by the Board of Legislators.

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of January 1, 2024 is 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 office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter the "County"), and the **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION** (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter "EDGE").

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

WHEREAS, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. _____ of 202_ (the "Resolution") has authorized the expenditure of certain monies to pay for the services to be rendered by EDGE to the County pursuant to this Agreement; and

WHEREAS, the County Executive and Board of Legislators, as the policy making branches of County government, desire that the services described herein be consolidated under the aegis of, and be performed by, a single economic development organization, to wit: EDGE, in order to better facilitate the growth and development of Oneida County and represent the interests of all residents of Oneida County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on **January 1, 2024 and ending December 31, 2024**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing services to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total 2024 revenue, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the lead economic development organization in Oneida County. To that end, EDGE's goals in providing the herein described services to the County shall be to form and implement economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making

of policy with regard to general economic development in Oneida County and shall consult with the County Executive and the Board of Legislators in the formulation of such policy. More particularly, without limiting the scope of services to be provided hereunder, EDGE acknowledges downtown development, the nanoscale technology industry and associated and affiliated businesses, and the Oneida County Business Park and the New York State Emergency Preparedness Center, both located in Oriskany, New York, as specific priority sectors/projects for the economic development services to be provided hereunder.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Workforce Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. At least once each quarter, EDGE shall report to the County Executive on any companies that have received financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements. EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer.
5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the region by overseeing and facilitating overall general economic development:

5.1.1 Collaborate and assist in the preparation and updating of the Regional Economic Development Council (REDC) Strategy to establish goals, missions, and visions which are interconnected and work with the REDC to outline the Mohawk Valley Region's Priority Projects - striving to have a comprehensive approach to improving the region's community development (e.g., education, culture and arts, health, work force development, transportation, and community development initiatives) as an integral component of an overarching economic development strategy.

5.1.2 Publicize the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand by targeting marketing efforts to strategic industry clusters as identified in the 2022 Mohawk Valley REDC Report and updates. Through its marketing and promotional activities, attract and

encourage industry and businesses to locate or expand in Oneida County and thus facilitate the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2024, a targeted marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for business expansions within key industry clusters being targeted by EDGE.

5.1.3 Maintain a systematic program for visiting area businesses and firms and communicating with them on (i) the available programs and services offered by and through conduits of Oneida County, (ii) the identification of issues or problems that may adversely impact a business' or firm's economic well-being and the maintenance of its operations and continued presence within Oneida County, and (iii) the opportunities for growth and expansion within Oneida County and/or the Mohawk Valley that may occur as a result of assistance provided through EDGE, other economic development agencies, and/or state and/or local government support. EDGE shall make the County Executive aware of key business outreach visits that would warrant his participation. EDGE shall coordinate business outreach activities, visits, and business development projects with the Regional Office of Empire State Development, the Workforce Investment Board, and, to the extent necessary or desirable, its other economic development and educational partners.

5.1.4 Notify the County Executive, at the earliest possible time, invoking, when necessary or appropriate, the protective exemptions set forth in Public Officers Law §87(2), with regard to (a) potential economic development projects in Oneida County, and/or (b) whether an existing employer in Oneida County may relocate elsewhere in or outside of Oneida County.

5.1.5 Provide prompt attention to, and follow-up on, leads regarding new economic development, businesses or industries and participate with the County in an outreach to existing businesses and industries in Oneida County and maintain a record of all leads, contacts and follow-up efforts with existing businesses and prospects and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential economic development projects.

5.1.6 Prepare proposed financing assistance and economic development incentives packages for businesses that are looking to expand or locate within Oneida County, and develop funding strategies for special economic development projects and initiatives.

5.1.7 Administer and monitor the Oneida County Empire Zone Program/Excelsior Jobs Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office and assist Empire State Development with matters involving the Excelsior Jobs Program.

5.1.8 Make itself available to administer various federal and state grants obtained by the County for various economic development projects upon such terms and conditions as may be mutually satisfactory to the County and EDGE. Such grants include, but are not be limited to, grants received through the NYS Office of Community Renewal for projects within Oneida County.

5.1.9 EDGE oversees the marketing and development of the Marcy Nanocenter at SUNY POLY (the "Project") through that certain Amended and Restated Project Development Agreement among EDGE, the State University of New York ("SUNY"), and The Research Foundation for the State University of New York ("Research Foundation"), dated as of May 1, 2010, as the same may be amended and/or restated from time to time (the "PDA") by, among other things, (i) acquiring such fee interests and/or easements in real property as may be necessary or desirable to further the Project; (ii) finalizing remaining permitting for the Project site; (iii) developing plans and specifications for road, site, wetlands mitigation, relocation/reconfiguration of National Grid Power Lines, and infrastructure improvements at and/or to the Project site and arranging for the construction and/or installation thereof; (iv) assisting in the development of proposed financing scenarios to satisfy requirements such as the under the County sewer consent order so that the Project site can be developed, and, (v) overseeing the implementation of the capital improvements programming for the Project site, and (vi) furthering development of facilities and techspace to support the presence of key industry companies at the Marcy Nanocenter facility. EDGE will also continue its global marketing of the Project site as the premier development site in Upstate New York for semiconductor, nanoelectronics, and nanotechnology manufacturing, and building state partnerships necessary to realize transformational economic development of this site.

5.1.10 Provide necessary technical support for key development sites in Oneida County, and provide technical assistance and necessary staff support for pre-permit approval and development of other key development sites and vacant/underutilized facilities.

5.1.11 EDGE shall continue to work with the County at the Oneida County Business Park in Oriskany, New York to address opportunities at available sites for long-term economic development and to work with current businesses within the Oneida County Business Park.

5.1.12 Maintain implementation of a communications program that conveys information to the general public on EDGE projects and activities. EDGE's communications program will (i) maintain a website and provide other means of communicating with strategic audiences, (ii) prepare an Annual Report for EDGE, (iii) prepare collateral marketing materials and other reports that inform the community about EDGE-sponsored or EDGE-supported projects and activities, (iv) provide regular presentations and updates to community and civic organizations, and governmental officials on economic development matters, (v) arrange for the issuance of press releases, and (vi) respond to inquiries from the media regarding economic development projects and activities.

5.1.13 Undertake special projects, enter into technical assistance contracts with local governments, develop and administer community and economic development initiatives, and complete or cause to be completed studies that will further the economic growth and development of Oneida County and the Mohawk Valley. In addition, EDGE will facilitate the reaching out to and development of contacts with various community groups, Chambers of Commerce and other strategic publics in the region on the regional effort to encourage economic development.

5.1.14 Assist the County, Cornell Cooperative Extension, and other federal and state government agencies on implementing the County's Agricultural and Rural economic development programs and enhance the agribusiness sector.

6. EDGE shall provide to the County Executive and/or his designee(s) a list of staff (with their contact information) assigned to perform the services hereunder, including, but not limited to, those priority sectors/projects identified in Section 2 above.
7. EDGE shall use its best faith efforts to raise private sector monies or lending commitments in an amount equal to or in excess of funds appropriated by the County for economic development purposes in 2024 with a goal that each party hereto shall raise and/or commit appropriate funds for an incentive effort for economic development. Any and all economic development incentive funds shall be administered by EDGE pursuant to a written protocol that shall include loan and grant criteria and conflict of interest provisions. The County may contribute to the fund-raising effort as indicated.
8. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Four Hundred and Forty-Nine Thousand Eight Hundred Seventy-Four Dollars and Zero Cents (\$449,874.00)** in two semi-annual payments of **Two Hundred and Twenty Four Thousand Nine Hundred Thirty-Seven Dollars and Zero Cents (\$224,937.00)**.

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Commissioner of Finance.

9. EDGE shall file its annual activity report for 2024 with the Clerk of the Board of Legislators on or before January 31, 2025. EDGE shall file its annual audited financial statements for 2024 with the Clerk to the Board of Legislators on or before June 30, 2025.
10. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.
11. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.
12. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.
13. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
14. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

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

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By:  _____
Justin Hummel
Chairperson

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation (“EDGE”) is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by its Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the “Subsidiaries”).

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE’s mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the “Procurement Policies”) hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE’s procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

“Commodities” shall mean goods, materials, equipment and supplies.

“Services” shall mean all services except for Exempt Services.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“EDGE” shall mean Economic Development Growth Enterprises Corporation.

“Subsidiaries” shall mean EDGE’s directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

“Construction/Renovation Project” shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE’s Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE’s President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM is between the County of Oneida, hereinafter known as County, and the Economic Development Growth Enterprises Corporation, 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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:

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

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

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



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 28, 2023

FN 20 23 366 2

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

ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

Dear Board Chairman,

As you are aware, EDGE has been working to construct a building to be used as additional flex space on the 17 – acre site that EDGE owns at the Marcy Nanocenter. This additional flex space will be used to support supply chain needs for Wolfspeed’s Mohawk Valley FAB, Semikron Danfoss’s power module factory located at Quad C, and for other semiconductor and advanced electronics manufacturing operations that may co-locate on the balance of the developable acreage at the Marcy Nanocenter.

Edge has requested a total of \$2 million to help finance this \$12.5 million project. EDGE’s investment along with an anticipated \$992 million additional investment by Wolfspeed in the Marcy Nanocenter make the County’s investment small in comparison but will provide huge benefits for Oneida County.

I therefore request your Board’s approval for the following **2023** Supplemental Appropriation:

TO:

A-8020-6432.495-000 – Planning / EDGE.....\$1,000,000.00

This Supplemental Appropriation will be fully funded by:

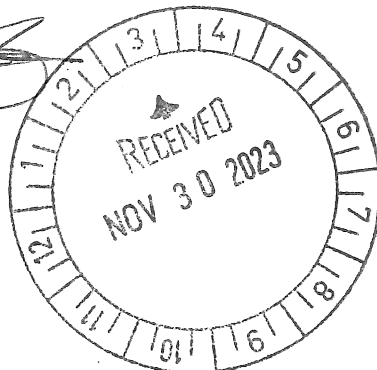
A-599 Fund Balance..... \$1,000,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 13, 2023

FN 20 23 367

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Re: Approval of Grant Sub-Recipient Agreement With Mohawk Valley Edge

Dear Chairman Fiorini,

A local company, 131 Genesee Street, LLC, is the owner of the "Boston Place" building and is undertaking a \$3.3 million project to replace the building's façade and roof and to upgrade its mechanical systems, elevators, and restrooms. Once complete, the project will provide significant economic development benefits to the County, improving the aesthetic character of Utica and providing the community with thousands of square feet of additional office space.

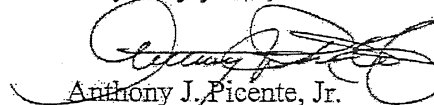
The County has applied for—and been awarded—\$1 million in grant funding toward the project from the Restore New York Communities Initiative. I now seek the Board of Legislators' approval to partner with the Economic Development Growth Enterprises Corporation ("Mohawk Valley EDGE") to administer the grant funding and to oversee the development of the project.

Enclosed is a Grant Sub-Recipient Agreement with Mohawk Valley Edge to allow it to administer the grant funds and oversee the project. The Agreement is in the amount of \$1 million—all of which is State grant funds—and is for a term commencing upon execution and ending upon project closeout, anticipated to occur within two years.

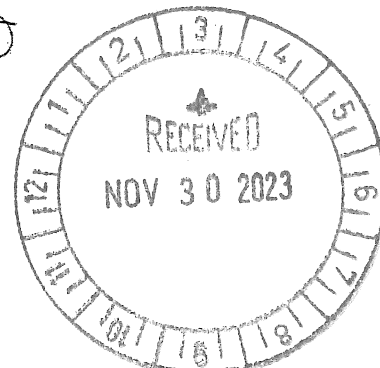
I respectfully ask that the Board approve the agreement and allow my office to execute it, and any other related agreements that might arise.

Thank you for your kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget



Oneida Co. Department: County Executive

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Economic Development Growth Enterprises Corporation
584 Phoenix Drive
Rome, New York 13441

Title of Activity or Service: Grant Administration

Proposed Dates of Operation: From execution through grant closeout, estimated to be 24 months.

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** 131 Genesee Street, LLC, the owner of the “Boston Place” building, is undertaking a \$3.3 million project to replace the building’s façade and roof and to upgrade its mechanical systems, elevators, and restrooms. The County has applied for—and been awarded—\$1 million in grant funding toward the project from the Restore New York Communities Initiative. Pursuant to this agreement, the Economic Development Growth Enterprises Corporation will administer the grant funding and oversee the development of the project.
- 2) **Program/Service Objectives and Outcomes:** To provide economic development benefits to the County, improve the aesthetic character of Utica and provide the community with thousands of square feet of additional office space.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$1,000,000.00 **Account #** _____.

Oneida County Dept. Funding Recommendation: \$1,000,000.00

Mandated/Not Mandated: Not Mandated

Proposed Funding Sources (Federal \$/ State \$/County \$): State: \$1,000,000.00

Cost Per Client Served: N/A

O.C. Department Staff Comments: None.

GRANT SUB-RECIPIENT AGREEMENT

THIS GRANT SUB-RECIPIENT AGREEMENT (this “Agreement”), effective on the date of its full execution (the “Effective Date”), is by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 800 Park Avenue, Utica, New York, 13501 (the “County”) and **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION (d/b/a Mohawk Valley EDGE)**, a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 584 Phoenix Drive, Rome, New York 13441, (“EDGE”).

WITNESSETH:

WHEREAS, EDGE is a not-for-profit corporation formed for the purpose, among others, of promoting general economic and industrial development in Oneida County, New York by assisting businesses in their efforts to create new jobs and/or retain existing jobs; and

WHEREAS, 131 Genesee Street, LLC, a New York limited liability company, with a principal office of 258 Genesee Street, Utica, New York 13502 (“131 Genesee”) is engaged in the business of real estate and development in Oneida County, New York; and

WHEREAS, 131 Genesee is the fee owner of the land and the three-story 140,000 square foot structure located at 131 Genesee Street, Utica, New York (“Boston Place”); and

WHEREAS, Boston Place is currently roughly fifty percent (50%) vacant, and 131 Genesee plans to rehabilitate Boston Place by undertaking complete exterior façade renovations, replacing the roof, upgrading mechanical systems, elevators and restrooms so that Boston Place, in its entirety, is ADA compliant, so as to render same ready for office and technology uses (the “Project”); and

WHEREAS, the estimated total cost of the Project is Three Million Three Hundred Thousand and 00/100 Dollars (\$3,300,000.00) (the “Total Project Costs”); and

WHEREAS, the New York State Urban Development Corporation (d/b/a Empire State Development) (“ESD”) has authority to administer and distribute Restore New York Communities Initiative funds (the “Restore NY Funds”) to units of general local government for the purpose of encouraging community development and neighborhood growth through the elimination and redevelopment of blighted structures (the “Restore NY Program”); and

WHEREAS, the 2022-23 New York State Budget provided new funding for the Restore New York Communities Initiative and gave ESD the responsibility of implementing this program for the sole purpose of revitalizing urban and rural areas, disadvantaged communities, and stabilizing neighborhoods; and

WHEREAS, the County applied for Restore NY Funds, and ESD, pursuant to the aforesaid authority, issued an award letter, dated and effective as of January 19, 2023, for ESD Project No.: 135,643 (the “Award Letter”) to the County, whereby ESD informed the County that Restore NY Funds, not to exceed One Million and 00/100ths Dollars (\$1,000,000.00), had been made available to the County to assist 131 Genesee in offsetting the Total Project Costs, subject to the terms and conditions contained in the Award Letter, a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, ESD now administers and has adopted and adheres to the Restore NY Communities Initiative Municipal Grant Program Guidelines, as further set forth in **Exhibit “B”** attached hereto (the “Guidelines”); and

WHEREAS, the County, as the grantee of One Million and 00/100 Dollars (\$1,000,000.00) of Restore NY Funds pursuant to the Award Letter (the “Grant Funds”), is responsible for the timely and efficient use of the Grant Funds and to ensure that the Grant Funds are utilized and the Project is completed according to the Guidelines and in furtherance of the overall Restore NY Program goals; and

WHEREAS, EDGE has the capacity to administer the use of the Grant Funds in accordance with and in the best interests of the County and ESD; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

Section 1. Definitions

1.1. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“131 Genesee” means 131 Genesee Street, LLC, a New York limited liability company, with its principal office located at 258 Genesee Street, Utica, New York 13502, and its successors and permitted assigns.

“Boston Place” means that 140,000 square foot structure located at 131 Genesee Street, Utica, New York.

“Budget” shall have the meaning ascribed to such term in Section 3 of this Agreement.

“County” means the County of Oneida, a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501.

“EDGE” means Economic Development Growth Enterprises Corporation, a New York not-for-profit corporation with offices at 584 Phoenix Drive, Rome, New York 13441, and its successors and assigns.

“Eligible Expenses” means those expenses incurred, and paid for, by 131 Genesee in connection with the Project and more particularly described in the Award Letter and this Agreement.

“Grant” or “Grant Funds” means that certain Restore NY Funds grant, up to the maximum sum of \$1,000,000.00, made available by ESD to the County, to then be administered by EDGE and provided to 131 Genesee upon and subject to the terms and provisions of this Agreement and the Related Grant Agreements.

“Grant Agreement” means the Grant Agreement between ESD and the County, to be executed upon approval of the Grant by the Public Authorities Control Board.

“Grant Closeout Date” refers to the date of the certificate of completion from Empire State Development Corporation stating that the County has fulfilled its contractual obligations under the Restore NY Project No. 135,643 has been closed out.

“EDGE Agreement” means that certain agreement, entered into by and between EDGE and 131 Genesee, dated as of November 30, 2023.

“Project” means the renovation of Boston Place, including, complete exterior façade renovations, replacing the roof, upgrading mechanical systems, elevators and restrooms so that Boston Place, in its entirety, is ADA compliant, so as to render same ready for office and technology uses.

“Related Grant Agreements” means, collectively, the Grant Disbursement Agreement and the EDGE Agreement.

“Requisition Form” shall have the meaning ascribed to such term in paragraph 7 of the Grant Disbursement Agreement.

Section 2. Statement of Work

- 2.1 EDGE shall perform and complete in a reasonably satisfactory and proper manner certain activities in connection with the Restore NY Program (such activities being, collectively, the “Work”). The Work shall include the following:
- a.) EDGE shall administer and monitor, on behalf of the County, the execution and performance of the Project by 131 Genesee;
 - b.) EDGE will comply with applicable regulations established by ESD, including the Guidelines;
 - c.) EDGE shall monitor and otherwise verify that 131 Genesee carries out the Project as set forth in the application submitted by the County to ESD for Restore NY Funds, the Award Letter, and the Grant Agreement;
 - d.) EDGE shall collect from 131 Genesee and provide to the County and/or ESD all necessary information so as to allow for the County and/or ESD to authorize the release of the Grant Funds; and
 - e.) EDGE shall award the Grant Funds to 131 Genesee as a grant upon (i) completion of the Project; (ii) completion of 131 Genesee’s reporting obligations, including, documentation of eligible expenses, lien waivers, lien releases, M/WBE Participation, Certificate of Occupancy, and other documentation required by the Guidelines; and (iii) EDGE’s receipt of the Grant Funds from the County.

- 2.2 The Project will begin on the date of the Award Letter, and the Work will be performed by EDGE until the Grant Closeout Date. The schedule may be reviewed and revised if there are program changes, program amendments or other program issues requiring technical assistance from ESD that delay the expected program progress. The parties acknowledge that delays due to weather conditions or other unforeseen circumstances may affect expected completion dates. EDGE staff will report Project progress to the County on a regular basis.
- 2.3 All activities undertaken by EDGE or 131 Genesee with Grant Funds pursuant to this Agreement must be eligible activities pursuant to the Guidelines.
- 2.4 In accomplishing the Work, as described in this Section 2, EDGE may use its own staff and/or contracted services.
- 2.5 For all activities undertaken by EDGE or 131 Genesee Street with the Grant Funds pursuant to this Agreement, EDGE shall procure appropriate documentation of eligible expenditures and participation of Minority and/or Women Owned Business Enterprises (“M/WBE”).

Section 3. Disbursements of the Grant Funds

- 3.1 To facilitate EDGE’s accomplishment of the Work described in Section 2 of this Agreement, the County shall transfer the Grant Funds to EDGE in the following manner:
 - a.) Upon completion of the Project, EDGE will submit one digital and two hard copies of the complete Requisition Form and supporting documentation received by EDGE from 131 Genesee (the “Reimbursement Package”) for the County for review, approval, and transmission to ESD.
 - b.) The County will transmit one digital and one hard copy of the Reimbursement Package to ESD’s Restore NY Program project manager assigned to the Project.
 - c.) Having received an executed Grant Agreement by and between ESD and the County and complete Reimbursement Package from the County, it is the County’s understanding that ESD will issue to the County payment for the Eligible Costs, in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00).
 - d.) Upon receipt of payment from ESD, the County will issue payment to EDGE in the exact amount it received from ESD, in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00).
 - e.) Upon receipt of payment from the County, EDGE will reimburse 131 Genesee for the Eligible Costs, in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00); less any administrative, legal, or project management fees incurred by EDGE and/or otherwise recoverable by EDGE under the EDGE Agreement.

- 3.2 The County shall have no liability under this Agreement to EDGE or to anyone else beyond the Grant Funds appropriated for this Agreement and actually received from ESD.

Section 4. Financial Management

- 4.1 EDGE shall ensure that 131 Genesee complies with the Guidelines and provides EDGE the quarterly reports required under the EDGE Agreement.

Section 5. Records to be Maintained

- 5.1 EDGE will establish and maintain such records and data as are required by ESD regulations, the Guidelines and/or as may be reasonably necessary to document and account for all activities and expenditures under the Restore NY Program.

Section 6. Reports and Information

- 6.1 At such time and in such forms as ESD and/or the County directs, statements, records, reports, data and information required by ESD and/or the County pertaining to matters and services covered by this Agreement shall be submitted to the County by EDGE.

Section 7. Inspection of Records

- 7.1 Upon reasonable notice, at any time during normal business hours and as often as the County may deem necessary, EDGE shall make available to the County, ESD, or any of their duly authorized representatives, all of its records with respect to matters covered by this Agreement to the extent allowed by law.

Section 8. Indemnification

- 8.1 By execution of this Agreement, and to the extent permitted by law, EDGE covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity if caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of EDGE, its officers, agents or employees, acting within the scope of their duties in connection with any performance under this Agreement, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by EDGE to comply with any of the covenants, terms or conditions of this Agreement or the law.
- 8.2 Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification pursuant to the terms of this Agreement.
- 8.3 Section 8 of this Agreement shall survive the termination of this Agreement.

Section 9. Assignment by EDGE, No Third Party Beneficiaries

- 9.1 EDGE shall not assign its rights or delegate its obligations and duties under this Agreement, either in whole or in part, without the prior written consent of the County and no such assignment of EDGE's rights or delegation of its obligations or duties shall relieve EDGE of its primary responsibilities as set forth in this Agreement, provided however that nothing herein shall prohibit EDGE from contracting for services in furtherance of its performance of this Agreement.
- 9.2 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person, including but not limited to 131 Genesee, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 10. Notices

10.1 Each notice, demand, request, or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth below:

If to EDGE:

Economic Development Growth Enterprises Corporation
584 Phoenix Drive
Rome, New York 13441
Attention: Mr. Steven J. DiMeo, President

With a copy to (which shall not constitute notice):

Michael D. Callan, Esq.
Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501-2194

If to the County:

County of Oneida
800 Park Avenue
Utica, New York 13501
Attention: Mr. Anthony Picente, County Executive

With a copy to (which shall not constitute notice):

County Attorney
Oneida County Department of Law
800 Park Avenue
Utica, New York 13501

Section 11. Suspension or Termination of Agreement

- 11.1 This Agreement may be terminated by either party at any time prior to the scheduled expiration thereof, with or without cause, upon at least seven (7) days prior written notice to the other, which written notice shall specify the date the termination is to take effect. The effective date of such termination shall be the date set forth in such written notice.
- 11.2 Upon the termination of this Agreement, the County shall be obligated to pay EDGE from the Grant Funds, if actually received from ESG, actual and reasonable costs resulting from any obligations incurred by EDGE pursuant to this Agreement prior to the effective date of such termination.

Section 12. Term of Agreement

- 12.1 This Agreement shall become effective as of the Effective Date.
- 12.2 This Agreement may be terminated by either party at any time, with or without cause, as set forth in Section 11.1 of this Agreement.
- 12.3 This Agreement shall terminate at such time as a termination of the award of the Restore NY Funds occur or upon the Grant Closeout Date.

Section 13. Severability

- 13.1 In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provisions had never been contained herein, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. This Agreement cannot be amended or changed in any way without the prior written approval of all parties.

Section 14. Choice of Law; Forum

- 14.1 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.

Section 15. Entire Agreement; Addendum

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

agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions) attached hereto as **Exhibit "C"**.

Section 16. Miscellaneous

- 16.1 EDGE and its employees, agents, personnel, officers, and servants shall be independent contractors. They shall not be deemed employees of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. EDGE covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding EDGE's status as an independent contractor
- 16.2 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.
- 16.3 This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be signed by their duly authorized officers, attested by their respective signatures.

COUNTY:

COUNTY OF ONEIDA

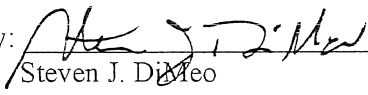
By: _____

Anthony J. Picente, Jr.
County Executive

Date: _____

MVEDGE:

ECONOMIC DEVELOPMENT
GROWTH ENTERPRISES
CORPORATION

By:  _____

Steven J. DiMeo
President

Date: 11/28/2023

Approved:

By: _____

Andrew Dean
Assistant County Attorney

EXHIBIT "A"

RESTORE NY AWARD LETTER

January 19, 2023

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

Re: County of Oneida - Restore NY VI - Reinventing 131 Boston Place #122014

Dear County Executive Picente:

I would like to take this opportunity to offer my congratulations on the County of Oneida's Restore NY grant and to update you on the next steps in the Empire State Development Corporation's ("ESD") grant process. According to our records, funds have been awarded for the following Restore NY project(s) and will be used as outlined in your original application:

- Project #135,643 (\$1 million)
- Project summary – Rehabilitate a 3 story, 140,000 SF structure which currently maintains over 70,000 SF of vacancy on the upper floors including complete exterior façade renovations, new roof, upgraded mechanical systems as well as new restrooms and elevators to provide ADA compliance to repurpose the building for office and technology uses. The total project cost is \$3,330,000.

A project manager will be reaching out to request updates and/or changes to your application (revised timeline, State Environmental Quality Review Act ("SEQRA") update, State Historic Preservation Office ("SHPO") review information, etc.) This project manager will work with you as necessary to finalize your application.

When your application has been finalized, Oneida County's Restore NY project will be presented to the ESD Board of Directors for approval. The Directors meet on a monthly basis. Please note that no project will be presented to the ESD Board of Directors for approval until both the SEQRA and SHPO reviews have been completed.

ESD's Contractor & Supplier Diversity policies will apply to this project. The Office of Contractor and Supplier Diversity ("OCSD") will assign Minority- and Women-owned Business Enterprise ("MWBE") and Service-Disabled Veteran-owned Business ("SDVOB") participation goals to this project. While ESD's agency-wide MWBE goal is 30% and SDVOB goal is 6%, your individual project-specific goal may be higher or lower. ESD will contact you for a detailed scope of work, budget, and information on additional sources of funding in order to establish the project-specific goals. You shall also be required to use good faith efforts to achieve the

EXHIBIT "B"

RESTORE NY COMMUNITIES INITIATIVE MUNICIPAL
GRANT PROGRAM GUIDELINES

Round 7

**RESTORE NY
COMMUNITIES INITIATIVE**

Municipal Grant Program

October 28, 2022

**Empire State Development (ESD) Request for
Funding Proposals**

GUIDELINES

Proposal Due Date: 3:00 p.m. – Friday, January 27th, 2023

Restore NY Guidelines Table of Contents

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Section 8: Terms and Conditions

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Section 10: ESD Regional Offices and Other Resources

Attachment: Restore NY Application

Section 1 – Intent to Apply for Restore NY Funding

If a Municipality is intending to apply for Restore NY funding, this form must be submitted by the leading municipal official. Please e-mail a signed PDF copy to RNY7Intent@esd.ny.gov by **November 30th, 2022**. A municipality can submit up to two different letters of intent.

—

Applications from municipalities that do not submit this form will not be accepted.

ESD will acknowledge receipt of the Letter of Intent by sending a confirmation e-mail to the contact person identified below. It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received by December 16th, 2022, the municipality should contact ESD at (518) 292-5200.

| | |
|---|--|
| Municipality Name: | |
| Street Address (not PO Box): | |
| City, State, Zip: | |
| County: | |
| Contact Name: | |
| Title: | |
| Phone Number: | |
| E-Mail Address: | |
| Type of Municipality: | County <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> |
| Senate District #(s) and Name(s): <small>(If multiple, list all. Attach additional page if necessary.)</small> | # |
| Assembly District #(s) and Name(s): <small>(If multiple, list all. Attach additional page if necessary.)</small> | # |

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g., that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed-use buildings). The description should include the size of the project (e.g., number of and square feet of building(s) in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. **You must attach or include a list of the properties you will be using the funding for.** All municipalities are eligible to submit two letters of intent for normal projects. Eligible municipalities can also submit one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not. **You may not submit an application for a project that was not the subject of an approved letter of intent.**

| | |
|-------------------------------|--|
| Name of Project: | |
| Number of Properties: | |
| Estimated Project Cost: | |
| Estimated Restore NY Request: | |
| Name of Development Company: | |
| Brief Project Description: | |

| | | | |
|-----------|--|------|--|
| Signature | | | |
| Title | | Date | |

Section 2 – Program Description and Goals

The 2022-23 State Budget provided new funding for the Restore New York Communities Initiative and gave Empire State Development the responsibility of implementing this program for the sole purpose of revitalizing urban and rural areas, disadvantaged communities, and stabilizing neighborhoods. Grants will be awarded in two rounds. Round 7 will be considered the second round for funding.

Municipalities, defined as counties, cities, towns, and villages, are invited to submit a Request for Funding Proposal for projects to demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned, and/or surplus properties. Additionally, funds can be used for site development needs related to the project including, but not limited to water, sewer, and parking.

Projects should be architecturally consistent with nearby and adjacent properties or in a manner consistent with the municipality's local revitalization or urban development plan. Rehabilitation of government buildings and properties for government purposes is not eligible for Restore NY funding. Greenfield development is also ineligible.

All projects require no less than ten percent of the aggregated award or awards amount in matching contributions. Cash and in-kind contributions are allowed. Section 7 further explains the match requirements.

An important goal of Restore NY is to revitalize urban centers, rural areas, and disadvantaged communities. It is anticipated that upon completion, the projects funded by Restore NY grants will attract individuals, families, and industry and commercial enterprises to the municipality. It is further anticipated that the improved community and business climate will result in an increased tax base thereby improving municipal finances and the wherewithal to further grow the municipality's tax and resource base, lessening its dependence on state aid.

Awards will be made to qualified applicants based on statutory criteria and, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

Strong emphasis will be placed on projects from economically distressed communities as described in the statute. Priority will also be given to projects that leverage other state or federal redevelopment, remediation, or planning programs including but not limited to the Brownfield Opportunity Areas program and Investment Zones.

Strong emphasis will also be placed on project feasibility and readiness. Projects will score higher when they demonstrate that a majority of the criteria in Section 4 of the Application have been satisfied. This includes the following: Project Feasibility (e.g. market feasibility, business plan, letters of commitment on financing, etc.); Project Readiness (e.g. conformance with local planning and zoning, federal and state permits, etc.); Transportation and Utility Readiness (e.g. transportation analysis, utility evaluations, etc.); and Environmental Readiness (e.g. SEQR and SHPO consultation, etc.). Applicants that can demonstrate that plans are in place, project financing has been committed, and that the project is expected to start within a year of a Restore NY award will be considered more competitive.

Section 3 – Funding Proposal Submission Package Requirements

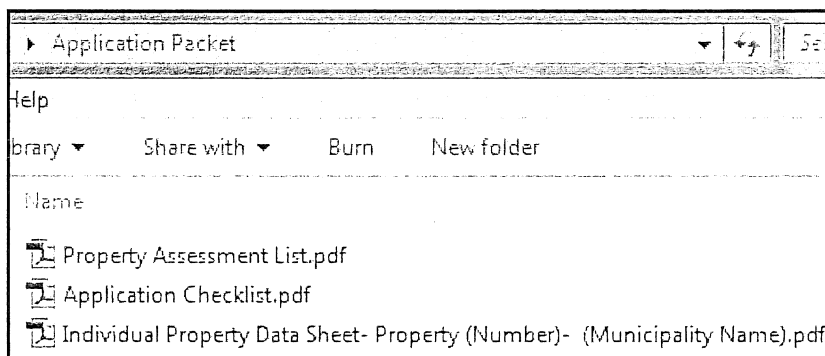
| | |
|---------------------------------|---|
| Intent to Apply Deadline | No later than 5:00pm EST on Wednesday, November 30th, 2022 |
| Application Deadline | No later than 3:00pm EST on Friday, January 27th, 2023 |
| Eligible Applicants | <ul style="list-style-type: none"> ▪ All New York State Counties, Cities, Towns, and Villages ▪ Cities over one million, and counties therein, may only apply in distressed communities ▪ Applications are limited to one application per project ▪ Not-for-profit and private entities are not eligible |
| Submission Package | <p>The application will be submitted entirely through the CFA portal. Please complete the CFA, and confirm the below documents are uploaded as attachments to the CFA application:</p> <ul style="list-style-type: none"> ▪ Completed Restore NY Application and Attachments ▪ Certification of Completeness signed by a Municipal Official ▪ Written commitment(s) of matching funds ▪ Proof of Notice of Public Hearing ▪ Proof of publication of the Property Assessment List ▪ A true and complete copy of the Municipal Resolution ▪ Application Fee <p style="text-align: center;">All due at application deadline</p> |
| Application Fee | <p>A non-refundable wire transfer to Empire State Development Corporation in the amounts indicated below:</p> <ul style="list-style-type: none"> ▪ \$2,000 for cities of 100,000 population and over ▪ \$1,000 for cities, towns, and villages of 40,000–99,999 population ▪ \$500 for municipalities of 39,999 population and under <p>Empire State Development Wire Information: Bank Name: JPMorgan Chase Bank Account Name: ESD ED Income ABA Number: 021 000 021 Account Number: 007004796 Reference: “[Municipality Name] - Restore NY Round 7”</p> <p>For county applicants, the application fee shall be based on the city, town, or village wherein the project is located</p> <p>If a community applies for a special project in addition to a normal project, it is required to pay the same fee as indicated above for that application as well</p> <p>Proof of payment must be provided within the CFA application.</p> |
| Questions | <p>See Section 10 for contact information</p> <ul style="list-style-type: none"> ▪ For questions regarding this application, e-mail restoreny@esd.ny.gov or contact your local ESD Regional Office ▪ For specific questions regarding SEQR, contact the NYS Department of Environmental Conservation ▪ For specific questions regarding SHPO, contact the NYS Office of Parks, Recreation, and Historic Preservation, or ESD’s Planning and Environmental Review Office |

Section 4 – Funding Proposal Instructions

If the Municipality intends to apply for Restore NY funding, an Intent to Apply form must be submitted by the chief executive of the municipality by **November 30th, 2022** (see Section 1). All municipalities are eligible to submit two letters of intent for normal projects and one additional letter of intent for a special project if eligible. Please document on the Intent to Apply forms if it is for a special project or not. **Applications from municipalities that do not submit an Intent to Apply form will not be accepted.**

The Intent to Apply form must provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct, and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial, and/or mixed-use buildings). The description should include the size of the project (e.g. number of and square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. Final application may not significantly differ from the Intent to Apply.

Upon receipt of the Intent to Apply Form, ESD will e-mail the primary contact with a confirmation of their eligibility. The applicant will then need to proceed to the Restore NY website to access the application packet.



Use of the states' Consolidated Funding Application (CFA) online portal is required. This application portal will collect all necessary information for the Restore NY application.



WELCOME

As part of New York's efforts to improve the business climate and expand economic growth, the NYS Consolidated Funding Application (CFA) was created to support the Regional Economic Development Council (REDC) Initiative. The CFA has streamlined and expedited the grant application process marking a fundamental shift in the way state resources are allocated, ensuring less bureaucracy and greater efficiency to fulfill local needs. The CFA allows applicants to access multiple state funding sources through one application, making the process quicker, easier, and more productive.

As statewide programs and local needs have evolved, so has the CFA which is now host to a multitude of programs and initiatives. These programs change throughout the year so be sure to check back periodically to see what programs are available.

To proceed with your CFA, please use the [Log In](#) or [Register](#) buttons.

[*New - Cloning an Application*](#)

To save time you can now clone an application from the previous year. [Click here to learn how.](#)

[Log In](#)

[Register](#)

The Restore NY Application must be certified by the leading municipal official that it is complete, true and accurate. Incomplete applications will not be considered. However, ESD, at its sole discretion, reserves the right to accept minor amendments and additions to this application.

The following documents must be included with your application:

- Property Assessment List (included in Restore NY Application Packet)
- Individual Property Packet for each property (included in Restore NY Application Packet)
- Project Proposal from lead entity conducting project
- Credentials and Qualifications/Resume of lead entity conducting project
- Site Map with each property clearly marked
- Letter from local planning/zoning officials stating project is compatible with local ordinances
- 3rd Party Project Cost Estimates
- 5 (five) years of Operating Pro Forma
- Letter of matching fund commitments
- Publication proof of Property Assessment List*
- Publication proof of Notice of Public Hearing**
- Municipal Resolution

*A Property Assessment List (as defined in Section 7) must be published in a local daily newspaper either in print or online for three consecutive days. Where the proposed project is located in a municipality that has no publication that can reasonably be considered a “local daily newspaper,” and a weekly publication is in print form only, ESD will accept publication of the Property Assessment List in the weekly publication for three consecutive weeks. Evidence of the publication must be included in the application. Acceptable documentation is: (1) photocopies of all three advertisements showing the dates of publication; and/or (2) a signed receipt from the newspaper. The Property Assessment List document is provided by ESD. Publications must include all information captured on the Property Assessment List document, but this information does not need to be in chart form.

**A public hearing must be held to discuss the Restore NY application and the Property Assessment List. Proof of the publication of the Notice of a Public Hearing to discuss the Restore NY application and the Property Assessment List must be included in the application.

Individual properties must be bundled into a definable “project” (as defined in Section 7). The project may include the demolition, deconstruction, rehabilitation, and/or reconstruction of a building or group of buildings that furthers the goals of revitalizing a rural or urban center, encouraging commercial investment, or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their revitalization is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan. A site map must be included for each project clearly identifying all targeted properties. If the buildings are not proximate to each other, an explanation of their strategic interrelationship should be included in the letter of intent and application.

All municipalities may apply for one project subject to the normal limits defined in Section 5. In addition, however, eligible municipalities may also compete for one of a very limited number of special project awards to be made statewide or may combine the two as defined in Section 7. **Special projects with funding requests under the normal project funding cap will not be considered.**

Individual Property Data Sheets and budgets must be completed for each property submitted. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (see final page of the application packet).

The legislative body of the local municipality that maintains land use control over the proposed project site must pass a resolution finding that the proposed project is consistent with the municipality’s local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create, and sustain employment opportunities where applicable. **A true and complete copy of the resolution must be included in the application.**

Section 5 – Funding and Project Limits

| Applicant Funding and Project Limits | # of Projects | Funding Per Project |
|---|---------------|---------------------|
| Cities of 100,000 population and over based on the last census | 1 Project | \$5 million |
| Cities and villages between 40,000 and 99,999 population based on the last census | 1 Project | \$3 million |
| All other municipalities | 1 Project | \$2 million |
| Empire State Development may grant a limited number of special awards. Municipalities with populations of 100,000 or less and Counties with populations of 400,000 or less may apply for an additional \$10 million to put toward a second separate project OR toward part of a larger project in addition to the funding limits listed above. The project must meet the definition of a “special project,” as defined in Section 7 of the Restore NY Guidelines. | 1 Project | \$10 million |

The above funding per project is the maximum possible, but as projects are also subject to the caps set forth below a municipality may not be awarded the maximum. For county applicants, funding limits shall be based on the city, town, or village wherein the project is located. Commercial project funding is determined by square foot caps and may not exceed the calculated amount unless there is a need for lead and/or asbestos removal. In such case the two numbers can be combined for a total funding cost. Residential project funding is determined by the activity occurring, i.e., demolition and reconstruction, and may not exceed caps per property unless there is a need for lead and/or asbestos removal. In such case the two numbers can be combined for a total funding cost. Funding maximums for an apartment building will be on a per unit basis, unless the project is for affordable housing units (as defined in Section 7), in which case the project may receive an award of up to \$150,000 for the property and additional award funding per apartment unit, provided at least 25% of units will be affordable housing. Where an apartment building has 10 or fewer units, at least three units must be affordable housing in order to qualify for an additional award of up to \$150,000 for the property.

| Residential Property | Per Property Maximum Allowance |
|-------------------------------|--------------------------------|
| Demolition/Deconstruction | \$30,000 |
| Rehabilitation/Reconstruction | \$150,000 |

| Residential Apartment Units | Per Unit Maximum Allowance |
|-----------------------------|----------------------------|
| Apartment Allowance | \$70,000 |

| Affordable Housing | Additional Maximum Allowance Per Property |
|---|---|
| Affordable Housing Allowance – Property | \$150,000 |

Maximum Commercial Building DEMOLITION Allowance Per Square Foot

Source: Marshall Valuation Service

| ESD Region | Class A | Class B | Class C | Class D | Class S |
|----------------|------------------|---------------------|---------------|---------------|------------------------|
| | Structural Steel | Reinforced Concrete | Masonry Walls | Wood or Steel | Metal bents or Columns |
| Capital Region | \$10.608 | \$13.375 | \$8.7847 | \$7.704 | \$7.3882 |
| Central NY | \$10.812 | \$13.875 | \$8.9489 | \$7.776 | \$7.7367 |
| Finger Lakes | \$10.914 | \$14.25 | \$9.1131 | \$7.848 | \$7.8064 |
| Long Island | \$14.076 | \$17.75 | \$11.4119 | \$10.08 | \$9.9671 |
| Mid-Hudson | \$11.628 | \$14.75 | \$9.5236 | \$8.496 | \$8.0852 |
| Mohawk Valley | \$10.302 | \$13.125 | \$8.5384 | \$7.632 | \$7.1094 |
| New York City | \$14.076 | \$18.00 | \$11.494 | \$10.152 | \$9.9671 |
| North Country | \$10.098 | \$12.75 | \$8.21 | \$7.272 | \$6.97 |
| Southern Tier | \$10.098 | \$12.75 | \$8.1279 | \$7.128 | \$6.97 |
| Western NY | \$11.118 | \$13.75 | \$9.2773 | \$7.992 | \$7.667 |

Maximum Commercial Building CONSTRUCTION Allowance Per Square Foot

Source: Marshall Valuation Service

| ESD Region | OFFICE | | | | LIGHT MANUFACTURING | | | | RETAIL* | |
|----------------|------------------|---------------------|---------------------|-------------------|---------------------|---------------------|---------------|-------------------|---------------------|---------------------|
| | Class A | Class B | Class C | Class D | Class A | Class B | Class C | Class D | Class C | Class D |
| | Structural Steel | Reinforced Concrete | Masonry or Concrete | Wood /Steel Studs | Structural Steel | Reinforced Concrete | Masonry Walls | Wood /Steel Studs | Masonry or Concrete | Wood or Steel Studs |
| Capital Region | \$364.00 | \$352.03 | \$310.30 | \$300.67 | \$112.32 | \$103.255 | \$98.44 | \$90.95 | \$167.99 | \$159.43 |
| Central NY | \$371.00 | \$365.19 | \$316.10 | \$303.48 | \$114.48 | \$107.115 | \$100.28 | \$91.80 | \$171.13 | \$160.92 |
| Finger Lakes | \$374.50 | \$375.06 | \$321.90 | \$306.29 | \$115.56 | \$110.01 | \$102.12 | \$92.65 | \$174.27 | \$162.41 |
| Long Island | \$483.00 | \$467.18 | \$403.10 | \$393.40 | \$149.04 | \$137.03 | \$127.88 | \$119.00 | \$218.23 | \$208.60 |
| Mid-Hudson | \$399.00 | \$388.22 | \$336.40 | \$331.58 | \$123.12 | \$113.87 | \$106.72 | \$100.30 | \$182.12 | \$175.82 |
| Mohawk Valley | \$353.50 | \$345.45 | \$301.60 | \$297.86 | \$109.08 | \$101.325 | \$95.68 | \$90.10 | \$163.28 | \$157.94 |
| NYC | \$483.00 | \$473.76 | \$406.00 | \$396.21 | \$149.04 | \$138.96 | \$128.80 | \$119.85 | \$219.80 | \$210.09 |
| North Country | \$346.50 | \$335.58 | \$290.00 | \$283.81 | \$106.92 | \$98.43 | \$92.00 | \$85.85 | \$157.00 | \$150.49 |
| Southern Tier | \$346.50 | \$335.58 | \$287.10 | \$278.19 | \$106.92 | \$98.43 | \$91.08 | \$84.15 | \$155.43 | \$147.51 |
| Western NY | \$381.50 | \$361.90 | \$327.70 | \$311.91 | \$117.72 | \$106.15 | \$103.96 | \$94.35 | \$177.41 | \$165.39 |

* Retail includes retail mixed with office or residential.

**Maximum Allowance Where Certain HAZARDOUS MATERIALS are Present in the
Demolition or Reconstruction Per Square Foot**

Source: Marshall Valuation Service

| ESD Region | Asbestos Abatement | Lead Removal |
|-------------------|---------------------------|---------------------|
| Capital Region | \$83.20 | \$29.64 |
| Central NY | \$84.80 | \$30.21 |
| Finger Lakes | \$85.60 | \$30.495 |
| Long Island | \$110.40 | \$39.33 |
| Mid-Hudson | \$91.20 | \$32.49 |
| Mohawk Valley | \$80.80 | \$28.785 |
| New York City | \$110.40 | \$39.33 |
| North Country | \$79.20 | \$28.215 |
| Southern Tier | \$79.20 | \$28.215 |
| Western NY | \$87.20 | \$31.065 |

Section 6 – Scoring Criteria

Applications will be scored based on how they address the goals of the Restore NY Communities Initiative and statutory criteria. Awards will be made, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

A maximum of 105 points can be achieved based the categories defined in the table below.

| Points | Criteria | Scale |
|--------------|---------------------------------------|--|
| Up to 15 | Economic Distress | 15 – High 10 – Moderate 5 – Slight |
| Up to 25 | Other Statutory Priorities | 5 – Mostly in an Investment Zone –or– 5 – Mostly in a Brownfield Opportunity Area Up to 20 – Leverage of other State and Federal Programs |
| Up to 30 | Program Goals | Up to 20 – Induce Commercial Investment Up to 10 – Improve Local Housing |
| Up to 20 | Project Readiness / Feasibility | Up to 20 |
| Up to 15 | President/CEO Commissioner Discretion | Up to 15 |
| Maximum: 105 | | |

Section 7 – Definitions

AFFORDABLE HOUSING UNITS shall mean permanent housing that is affordable to low- and moderate-income households, such that the new housing achieves income averaging at or below fifty percent of the area median income, with residents' eligibility capped at a maximum of eighty percent of the area median income at the start of their lease.

BROWNFIELD shall mean any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant.

BROWNFIELD OPPORTUNITY AREA (BOA) shall mean an area of the municipality that has been approved for funding under the Brownfield Opportunity Area Program for the purpose of establishing a community-based revitalization plan and implementation strategy to achieve brownfield redevelopment in a proactive and systematic way.

BUILDING CATEGORY shall mean the following:

- ABANDONED shall mean a wrecked or derelict building that has been left abandoned and unprotected.
- CONDEMNED shall mean a building declared by official order to be unfit for use.
- SURPLUS shall mean a municipally owned building deemed surplus or no longer required.
- VACANT shall mean having no occupants or is mostly unoccupied.

BUILDING TYPE shall mean the following:

- COMMERCIAL shall mean real estate zoned for business or industrial use including retail, and that is at least 85% used for business, industrial and/or retail purposes.
- RESIDENTIAL shall mean real estate that is zoned for single-family homes, multi-family apartments, townhouses, condominiums, and co-ops, and that is at least 85% used for residential purposes.
- MIXED USE shall mean buildings that include a combination of commercial, office, retail, and residential uses.

ECONOMICALLY DISTRESSED COMMUNITY shall mean the following based on the city*, town, or village where the project is located:

- HIGHLY DISTRESSED COMMUNITIES shall have at least 25 households receiving public assistance income in the 2020 ACS 5-year estimate and meet at least seven of the criteria listed below:
- MODERATELY DISTRESSED COMMUNITIES shall have at least 25 households receiving public assistance income in the 2020 ACS 5-year estimate and meet at least five of the criteria listed below:
- SLIGHTLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the 2020 ACS 5-year estimate and meet at least four of the criteria listed below:
 - Population loss between the 2020 ACS 5-year estimate and the 2016 ACS 5-year estimate – an absolute loss in population.
 - Unemployment rate (2020 ACS 5-year estimate) higher than the State's rate.
 - Private sector employment growth rate (2020 ACS 5-year estimate) over the preceding 5 years was lower than the State's OR private sector employment (2020 ACS 5-year estimate) as a percentage of total employment was less than the State's.
 - Percentage of households receiving public assistance (2020 ACS 5-year estimate) was greater than the statewide percentage.
 - Poverty rate (2020 ACS 5-year estimate) was greater than the State's poverty rate.
 - Per Capita Income change (2020 ACS 5-year estimate) over the preceding five years was less than the growth in the consumer price index (CPI) for all urban consumers nationally OR per capita income was less than the State's per capita income.
 - Full Value Assessment of Taxable Property growth over the preceding 5 years was less than the statewide growth.
 - Taxable sales growth rate between the period of 2016 through 2020 in the county was less than the statewide growth in taxable sales.

*Per statute, cities with a population of one million or more may apply for funding through the Restore New York Communities Initiative for a project located in an economically distressed community as determined by the commissioner of ESD. Cities with a population of one million or more are eligible to apply for a project located in the census tracts listed on the Restore NY website determined using the subset of criteria listed above where data is available at the sub-municipal level or may apply for a project located in any other census tract that is located in an Urban Renewal Area or Urban Development Action Area as defined by New York General Municipal Law Articles 15 and 16. Cities with a population of one million or more are not eligible for a “Special Project” award as defined in this section.

ELIGIBLE APPLICANT shall mean any New York State county, city, town, or village. Cities over one million, and counties therein, may only apply in distressed areas.

GREENFIELD shall mean a piece of property that is undeveloped, or a previously developed site that has been cleaned up and is ready for redevelopment. Greenfield projects are not eligible for Restore funding.

IN-KIND shall mean a contribution, service or administrative cost associated with the project including funds from other federal, state or local governments and private contributions. For Restore NY purposes, in-kind contributions will be allowed retroactive to the enactment of the Restore New York legislation (June 23, 2006).

HISTORIC AND/OR CULTURAL PLACE OR PROPERTY shall mean any building, structure, district, area, site or object, including an underground and underwater site, that is of significance in the history, architecture, archeology or culture of the state, community or nation.

LEAD AGENCY shall mean a public entity principally responsible for undertaking, funding or approving a project. Examples of lead agencies are county industrial development agencies; municipal planning agencies, boards, and councils; health departments; and zoning boards.

MATCH shall mean cash (which is encouraged) or the value of in-kind services, contributions or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds), and local government sources, and funds from private contributions. Match amounts must be “firmly committed” and will support the proposed Restore NY project. “Firmly committed” shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

MUNICIPALITY shall mean a municipal subdivision that is a county, city, town, or village, except a city having a population of one million or more, unless such area is in an economically distressed community as defined above.

PROJECT shall mean the demolition, deconstruction, rehabilitation, or reconstruction of a building or group of buildings that furthers the goal of revitalizing an urban center, encouraging commercial investment or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their reconstruction, rehabilitation, deconstruction, or demolition are inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan.

PROJECT TYPE shall mean the following:

- DEMOLITION shall mean to completely tear down or raze a building.
- DECONSTRUCTION shall mean the careful disassembly of a building of architectural or historic significance with the intent to rehabilitate or reconstruct the building or salvage the disassembled material from the building for reuse.
- REHABILITATION shall mean structural repairs, mechanical systems repair or replacement, repairs related to deferred maintenance, emergency repairs, energy efficiency upgrades, accessibility improvements, mitigation of lead-based hazards, and other repairs that result in a significant improvement to the property, provided however, that to the extent possible, such rehabilitation shall be architecturally consistent with nearby and adjacent properties, or done in a manner consistent with a local revitalization or urban development plan.
- RECONSTRUCTION shall mean the construction of a new building, which is similar in architectural style, size

and purpose to a previously existing building at such location, provided however, that to the extent possible such reconstruction is architecturally consistent with nearby and adjacent properties, or in a manner consistent with a local revitalization or urban development plan.

PROPERTY ASSESSMENT LIST shall mean a list compiled by a municipality, after it conducts an assessment of vacant, abandoned, surplus or condemned buildings within its jurisdiction, and based upon that assessment: (i) sets forth for each property a description of each building that includes the location, size and residential or commercial natures of each building, and whether the building is proposed to be demolished, deconstructed, rehabilitated or reconstructed; (ii) that has been published in a local daily newspaper for no less than three consecutive days; and (iii) that has been the subject of public hearings in the municipalities where the buildings are located.

RESIDENTIAL APARTMENT UNIT shall mean a multiple dwelling consisting of one or more rooms containing at least one bathroom, which room or rooms are separated and set apart from all other rooms within a multiple dwelling.

RESIDENTIAL PROPERTY shall mean a separately assessed lot, parcel, piece or portion of real property used, or that is to be used, as a private dwelling.

SITE CONTROL shall mean (i) ownership by the municipal applicant or (ii) written consent from the ownership entity and, if different, the entity that has legal control of the site consenting to the application for Restore NY funding and, if awarded, agreeing to use Restore NY funds as outlined in the application.

SOFT COSTS shall mean costs related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include such items as architecture, design, engineering, permits, inspections, consultants, environmental studies, and regulatory demands needing approval before construction begins. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

SPECIAL PROJECT shall mean a project that results from a severe economic injury to the community, leaving a highly visible and blighted property or properties in the central business district of a distressed community which has a depressing effect on the overall economic development potential of the community. This is limited to municipalities that are classified as moderately or highly distressed according to ESDs definitions in Section 7 and listed on the Restore NY website.

Section 8 – Terms and Conditions

A municipality that is granted an award or awards shall provide a matching contribution of no less than ten percent of the aggregated Restore NY award or awards amount. Such matching contribution may be cash or the value of in-kind services, contributions or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds), and local government sources and funds from private contributions. Match amounts must be “firmly committed” to support the proposed Restore NY project. “Firmly committed” shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

In-kind contributions may include, but shall not be limited to, the efforts of municipalities to conduct an inventory and assessment of vacant, abandoned, surplus, condemned and deteriorated buildings, and to manage and administer grants awarded to the municipality from the Restore NY Communities Initiative.

Final funding awards will be subject to approval by ESDC Board of Directors following project selection and the anticipated availability of funds. A one percent commitment fee based on the grant amount awarded (not to be less than \$100) will be assessed to all awardees. The commitment fee will be due upon Board approval.

ESD reserves the right to offer project awards to sponsors in different amounts and under different terms than requested. ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances. Expenditures incurred prior to the application due date (January 27th, 2023) are not eligible for reimbursement by Restore NY grant funds.

Applications shall be reviewed by the ESD Office of Contractor and Supplier Diversity (OCSD), which shall, in consultation with the applicant and/or proposed recipient of Restore NY assistance and any other relevant interested parties, develop appropriate goals, in compliance with applicable law (including Section 2879 of the Public Authorities Law, Article 15-A of the Executive Law and Section 6254 (11) of the Unconsolidated Laws) and the policy of ESD, for participation by minority group members and women. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability or marital status shall be required.

A municipality that is granted an award shall make best efforts to ensure that NYS certified minority-owned and women-owned businesses enterprises are given the opportunity for maximum feasible participation in any municipal contracting opportunities.

A municipality that is granted an award for affordable housing units shall be solely responsible for enforcement and verification of compliance with the requirements set forth herein. The municipality shall be required to file an annual declaration confirming that the property containing affordable housing units has been inspected and has been found to have been maintained in good operating order and condition. Such declaration shall further state that incomes of tenants of affordable housing units have been verified and have been found to qualify for such housing in accordance with the requirements set forth herein. Additional requirements for affordable housing units shall be further defined in the Grant Disbursement Agreement. ESD reserves the right to full or partial recapture of affordable housing awards should the municipality fail to comply with such requirements. .

Final funding awards will be subject to ESD Board of Directors approval; approval by the New York State Office of Parks, Recreation and Historic Preservation (if applicable); a public hearing; and approval by the Public Authorities Control Board.

It is expected the project will proceed in the time frame set forth by the applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.

ESD encourages the environmentally sustainable practice of recycling construction/demolition (C&D) debris rather than disposition in a landfill. As this is an emerging practice that may not yet be available or commercially feasible

in every region of the state, ESD's Environmental Division will survey municipalities receiving Restore NY awards and their deconstruction/demolition contractors to learn what options they had for C&D debris disposition and whether any of the material was recycled. As a condition of award, the municipality and its contractors must provide the information requested in this survey. NOTE: While C&D recycling is encouraged, it is not required.

Section 9 – State Historic Preservation Office (SHPO) Consultation Instructions

Under the New York State Historic Preservation Act, Section 14.09 and its associated rules and regulations, State funded (in whole or in part) activities that have the potential to affect historic properties, either directly or indirectly, must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Regulations associated with this law define a Historic and/or Cultural Place or Property as “any building, structure, district, area, site or object including underground and underwater sites, that is of significance in the history, architecture, archeology or culture of this state, its community or the nation.”

The SHPO process does not need to be completed prior to the submission of the Restore NY application; however, it MUST be completed prior to the approval by ESD Board of Directors. No Restore NY grant funds can be disbursed prior to ESD Board approval.

In order to expedite the SHPO review process, the applicant must provide the information outlined below for the appropriate project category. Project information should be provided to OPRHP via their Cultural Resource Information System (CRIS). This interactive, web-based system offers the public and government partners convenient and extensive access to the agency’s historic records while streamlining the agency’s delivery of historic preservation programs. The system is available at <https://cris.parks.ny.gov/>. If you and/or your consultant have not already used NY-CRIS, please go to <https://cris.parks.ny.gov/crishelp/>, which provides answers to frequently asked questions, along with detailed instructions for the log-in and project submission process. OPRHP suggests that if you have not previously accessed the CRIS system that you sign up for an NY.GOV account when prompted to. This will give you more comprehensive access to the system. CRIS related questions can be submitted to CRISHelp@parks.ny.gov.

All new project entries into the CRIS program should enter the Project Name beginning with “Restore NY” then the name of the project and then the number of involved buildings.

Example: Restore NY/Smith Road Rehabilitation/12 Buildings

Demolition Projects

For a demolition project involving a single building (parcel) or a grouping of contiguous buildings (parcels) the information should be entered into CRIS as a single project. In Step 3 of CRIS you will be asked if your project includes one or multiple parcels. If your project is a single property you will select that option in this step. If the project involves multiple adjacent buildings and parcels select the multiple parcel option and draw a boundary around the project area in CRIS Step 3.

Next, in CRIS Step 4 (Built Resources) you will be asked to add specific information about the building associated with your project. Complete this data and add current photographs (jpg.) of the building and any other building specific information. Please be sure to only link building specific photographs and data in this section. Project specific data will be added in a later step.

Once you complete a building’s information you will be brought to the Built Resource grid where you can add another property if your project contains more than one building (multiple parcels). To add another building you will select the “Enter Built Resource” tab and provide the requested information for the property (parcel). You will repeat this process for each building involved in your project.

For demolition projects of discontinuous buildings (parcels) the submission process follows the same guidance as above. However, in CRIS Step 3 when asked if the project includes multiple properties you will need to select the single property option. This will bypass the need to enter each individual building (parcel) site as a separate and new project in CRIS.

Complete CRIS Step 4 as outlined above. Once again, in CRIS Step 4 ONLY attach photographs and historic information for the individual building that you are recording at that time. Do not link project level information at this step, such as site plans or project scopes of work.

In CRIS Step 5 you will need to add a project map or maps (pdf) locating all the involved properties to be included in the project. This is accomplished by selecting the "Attachment" tab and linking a copy of the map (pdf). Additional information about the overall project or individual projects can also be attached here. Be sure to label them carefully when uploading the files. Additional project level photographs can also be added in this step under the "Photos" tab.

Rehabilitation Projects

For individual rehabilitation projects please follow the same CRIS project entry information provided above.

New Construction Projects

For new construction projects, please follow the same CRIS project entry information provided above.

However, in CRIS Step 2 you will need to select the "Will this project involve ground disturbance" option and respond. Documentation of prior ground disturbance will need to be linked in CRIS Step 5. Please be aware that standard farming activities are not classified as ground disturbing activities for the purposes of archaeological assessment.

Under CRIS Step 5 be sure to include photographs of the site to be built on and views looking from the site under the "Photos" tab. Under the "Attachments" tab please add a site plan and any elevations floor plans that are available that depict what is proposed for construction.

It is recommended that the municipality contact NYSHPO's regional staff associated with its area during the application process. Regional staff contact information can be found at <http://nysparks.state.ny.us>. Click on Historic Preservation; next click on Territorial Assignments. Staff members are listed by the counties they service. Help with the CRIS system can be found by contacting CRISHelp@parks.ny.gov.

To check for National Register listed or known eligible properties, historic districts and archaeologically sensitive areas that may include or involve a project, please go to <https://cris.parks.ny.gov/> and use the SEARCH function.

Section 10 – ESD Regional Offices and Other Resources

Letter of Intent E-Mail Address: RNY7Intent@esd.ny.gov

General Restore NY Questions: restoreny@esd.ny.gov

EMPIRE STATE DEVELOPMENT REGIONAL OFFICES AND COUNTIES SERVED

Capital – Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren and Washington

Empire State Development
Hedley Park Place
433 River Street, Suite 1003
Troy, NY 12180
P: 518-270-1130

Central NY – Cayuga, Cortland, Madison, Onondaga, and Oswego

Empire State Development
620 Erie Boulevard West, Suite 112
Syracuse, NY 13204
P: 315-425-9110

Finger Lakes – Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates

Empire State Development
400 Andrews Street, Suite 710
Rochester, NY 14604
P: 585-399-7050

Long Island – Nassau and Suffolk

Empire State Development
nys-longisland@esd.ny.gov
P: 631-435-0717

Mid-Hudson – Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester

Empire State Development
33 Airport Center Drive, Suite 201
New Windsor, NY 12553
P: 845-567-4882

Mohawk Valley – Fulton, Herkimer, Montgomery, Oneida, Otsego, and Schoharie

Empire State Development
207 Genesee Street
Utica, NY 13501
P: 315-793-2366

North Country East – Clinton, Essex and Franklin and Hamilton

Empire State Development
401 West Bay Plaza
Plattsburgh, NY 12901
P: 518-561-5642

North Country West – Jefferson, Lewis and St. Lawrence

Empire State Development
Dulles State Office Bldg.
317 Washington Street, 2nd Floor
Watertown, NY 13601
P: 315-785-7941

New York City – Bronx, Kings, New York, Queens and Richmond

Empire State Development
New York City Regional Office
633 Third Avenue
New York, NY 10017
P: 212-803-3130

Southern Tier – Broome, Chenango, Chemung, Delaware, Steuben, Schuyler, Tioga and Tompkins

Empire State Development
Binghamton Office State Office Building
44 Hawley Street, Room 1508
Binghamton, NY 13901
P: 607-721-8605

Western NY – Allegany, Cattaraugus, Chautauqua, Erie and Niagara

Empire State Development
95 Perry Street, 5th Floor
Buffalo, NY 14204
P: 716-846-8200

Empire State Development Planning and Environmental Review Office

- (212) 803-3252 or 3253

NYS Department of Environmental Conservation

- <http://www.dec.ny.gov>

NYS OPRHP Office of State Historic Preservation Office

- <https://parks.ny.gov/shpo/>

EXHIBIT "C"

ADDENDUM I (STANDARD ONEIDA COUNTY CONDITIONS)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and Economic Development Growth Enterprises Corporation ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- 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.

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.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and

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

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

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

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



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 28, 2023

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

Re: Grant Funding Agreement With the City of Rome

Dear Chairman Fiorini,

Pursuant to the historic settlement agreement between the Oneida Nation, the County of Oneida, and others, the County has received a share of the gaming revenues of the Oneida Nation. The County has devoted this revenue to the laudable purposes of property tax stabilization and promoting education, infrastructure, public safety, the arts, and economic development.

The City of Rome has applied to the County for Oneida Nation settlement funding in order to improve the Rome City Hall façade and to support the continued development of the Air City Lofts at the Griffiss Business and Technology Park, a vibrant center for private and public enterprise in Rome.

By the enclosed Grant Funding Agreement, the County would support the City of Rome by providing \$200,000.00 toward the façade project and \$150,000.00 toward its continued efforts to develop the Air City Lofts, for a total grant of \$350,000.00.

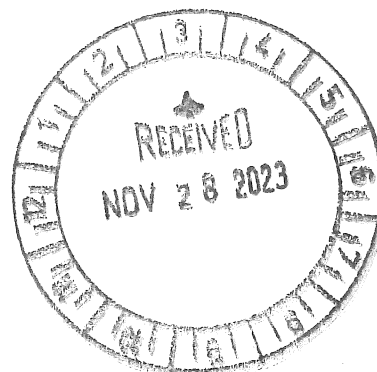
I respectfully ask that the Board approve this Grant Funding Agreement and allow my office to execute the same.

Thank you for your kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget



FN 20 23 - 368

ECONOMIC DEVELOPMENT
& TOURISM

WORK & MEANS

Oneida Co. Department: Budget

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The City of Rome
198 N Washington Street
Rome, New York 13440

Title of Activity or Service: Grant Funding for tax stabilization, infrastructure, and economic development projects, including improvements to the Rome City Hall façade and the continued development of the Air City Lofts at Griffiss Business and Technology Park

Proposed Dates of Operation: Two Years, Beginning Upon Execution

Client Population/Number to be Served: County of Oneida residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** The City of Rome has applied to the County for Oneida Nation settlement funding in order to make improvements to the Rome City Hall façade and to support the continued development of the Griffiss Business and Technology Park, and in particular, the continued development of the Air City Lofts, a project which will house and serve the County's increasingly sophisticated workforce and generate commerce and tourism. Both projects serve the County's stated purposes for the use of the settlement funding, which include tax stabilization, improving infrastructure, and economic development.
- 2) **Program/Service Objectives and Outcomes:** The objective of this grant agreement will be to support the Rome City Hall façade project (\$200,000.00) and the continued development of the Air City Lofts at the Griffiss Business and Technology Park (\$150,000.00).
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$350,000.00

Account #:

Oneida County Dept. Funding Recommendation: \$350,000.00

Proposed Funding Sources (Federal \$/State \$/County \$): County: \$350,000.00
(Oneida Nation settlement funds)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

GRANT FUNDING AGREEMENT

This Grant Funding Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501 and the City of Rome, a New York municipal corporation with its principal offices at 198 N Washington Street, Rome, New York 13440 (“City of Rome”). The County and the City of Rome are each a “Party” and are together the “Parties.”

WITNESSETH:

WHEREAS, the Oneida Nation, the State of New York, the County of Madison, and the County of Oneida executed a settlement agreement concluding certain legal disputes regarding taxation and other matters. The settlement agreement, among other things, distributed a portion of Oneida Nation gaming revenues to the County of Oneida; and

WHEREAS, the County has devoted parts of such revenues toward the laudable purposes of property tax stabilization and supporting education, infrastructure, public safety, the arts, and economic development; and

WHEREAS, the City of Rome has applied to the County for \$200,000.00 of Oneida Nation settlement funding in order to make improvements to the Rome City Hall façade, which is in need of repair (the “Façade Project”). The Façade Project will improve the countenance of the City, and the use of settlement funds for such project will further the County’s goals of stabilizing taxes and promoting infrastructure and economic development; and

WHEREAS, the City of Rome seeks \$150,000.00 of settlement funding in order to support the continued development of the Air City Lofts at the Griffiss Business and Technology Park, a project which includes the development of loft apartments and commercial spaces in order to house and serve the County’s increasingly sophisticated workforce and to generate commerce and tourism (the “Lofts Project”); and

WHEREAS, pursuant to New York General Municipal Law Section 119-o, the County and the City of Rome may enter into an agreement for the performance among them of any of their respective powers and functions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Grants. The County approves and shall pay to the City of Rome a grant in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for costs actually incurred and paid by the City of Rome for the Façade Project (the “Façade Grant”). The County further approves and shall pay to the City of Rome a grant in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) for the Lofts Project (the “Lofts Grant,” and together with the Façade Grant, the “Grants”). Such payments shall be made by County after receipt of vouchers, accompanied by the appropriate documentation presented by the City of Rome on

forms prescribed by the County and after audit and approval by the Oneida County Comptroller.

2. Use of Funds. The Façade Grant shall be used solely for the Façade Project, and for no other use. The Lofts Grant shall be used solely for the Lofts Project, and for no other use.
3. The City of Rome agrees to submit documentation evidencing the activities completed for each project, including, but not limited to, invoices and cancelled checks, and to submit a report to the Oneida County Division of Budget, 800 Park Avenue, Utica, New York 13501, including a narrative that describes project work completed and benefits realized, by no later than January 31, 2025.
4. Acknowledgments. The City of Rome shall include signage or other notices and acknowledgements in all electronic or printed materials or press relating to the projects to the public, stating: “This project is funded in part through a grant from the County of Oneida”.
5. Compliance With Laws. The City of Rome shall comply with all federal, state, and local laws and ordinances which are applicable to the use of the Grants and development of the projects.
6. Misuse of Funds. In the event the County, in its sole discretion, determines that the City of Rome is not using the funds granted in accordance with this Agreement or applicable law, the County shall advise the City of Rome by written notice of any deficiencies. If the City of Rome fails to institute corrective action within ten (10) days from the date of the notice, the County shall have the right to: (a) terminate this Agreement and withdraw or reduce funding; and/or (b) suspend this Agreement until said corrective measures have been effectuated by the City of Rome; and/or (c) require the City of Rome to repay the funds in part or in full. The above rights are cumulative and the County’s failure to exercise these rights immediately shall not constitute a waiver by the County, nor shall the County be estopped from exercising these rights at any time. The County, by exercising any of the rights set forth herein shall incur no liability, direct or indirect, to the City of Rome, its contractors, subcontractors, agents, servants or employees as a result of such action and shall not be deemed to have waived any other rights and remedies available to the County hereunder or under applicable law, all of which are expressly reserved and preserved.
7. Indemnification.
 - a. If any action(s) relating to efforts of the City of Rome, or its contractors, subcontractors, agents, servants, or employees, results in the loss of any funds to the County, said loss will be chargeable to the City of Rome and the County shall have all remedies to recover the sum of lost funds, including subtracting from the Grants amounts.

- b. The City of Rome shall defend all lawsuits and other legal challenges, and hold the County harmless from any liability arising from or related to this Agreement, unless such liability arises solely from the willful misconduct of the County.
 - c. To the fullest extent permitted by applicable law, the City of Rome (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the County and/or its elected and appointed officials, officers, directors, 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 any of the Indemnifying Party’s authorized personnel) arising out of or in connection with the exercise by the Indemnifying Party or any of the Indemnifying Party’s authorized personnel of the rights, privileges, or obligations granted by or pursuant to this Agreement.
8. Supervision and Cooperation. The County reserves the right to supervise and audit the City of Rome to the extent required to ensure that the Grants are used in accordance with this Agreement and applicable law. The City of Rome shall fully cooperate with the County in exercising this right, including, but not limited to, enabling the County to fulfill its supervisory authority properly and completely under this Agreement which shall include but not be limited to: (a) providing the County and its duly authorized representatives access to and copies of all records relating to scope of this Agreement; and (b) furnishing the County such information, as well as periodic reports as the County may reasonably request.
9. Audits. The County may in its sole discretion audit the City of Rome in order to ensure that the Grants are used in accordance with this Agreement. In addition, the City of Rome must comply with all federal and state audit requirements which may be applicable to the Grants; including, without limitation, any future amendment to such applicable law or regulation which may be enacted or promulgated by the state or federal government.
- a. In the event an audit is required, the City of Rome is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed, and the report submitted to the County, no later than 60 days after the close of the audit period.

- b. The City of Rome shall maintain adequate and sufficiently detailed records of its operations to allow for an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, or its authorized representatives. The County and authorized representatives shall have the right to inspect, audit and copy the City of Rome's records during normal business hours. The County shall provide fourteen (14) days of notice to The City of Rome in the event of such an audit.
 - c. The County shall advise the City of Rome of any discrepancies that it becomes aware of in the City of Rome's adherence to this Agreement. The City of Rome, upon receipt of such notification, hereby agrees to promptly correct any discrepancies to the satisfaction of the County.
 - d. The City of Rome shall maintain and make available such books, records, and documents related to this Agreement for ten (10) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.
10. Term and Expiration of Agreement. This Agreement shall commence on the Effective Date and shall remain in effect for two years unless terminated earlier in accordance with the terms of this Agreement. The County may terminate this Agreement: (a) pursuant to the Misuse of Funds provision of this Agreement; (b) in the event of any other breach by the City of Rome, which breach remains uncured for a period of fifteen (15) days following written notice thereof; or (c) in the event the funding sources relied on by the County for the provision of the Grants become unavailable.
11. Survival. Any term of this Agreement by which its nature would survive the term of this Agreement, including without limitation those terms relating to document retention, indemnification, and acknowledgment, shall survive such termination.
12. Grants Contingent. The payment of funds to the City of Rome under the terms of this Agreement shall be contingent on the availability of funds appropriated and made available for this Agreement. If the amount of funds relied upon to make this Agreement or appropriated toward this Agreement is reduced or eliminated, the County may reduce the amount of funds awarded under this Agreement or terminate this Agreement and withdraw the Grants without notice to the City of Rome. The County also may deny payment for to the City of Rome for failure to provide information required by this Agreement or for failure to comply with the terms and conditions of this Agreement.
13. Interest of Parties and Others:

- a. No officer, member, employee, independent contractor or elected official of the County and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this Agreement shall participate in any decision relating to this Agreement, which affects his/her personal interest or the interest of any corporation, partnership, or association, in which he/she is directly or indirectly interested, nor shall any such officer, member, elected official or employee of the County and no member of its governing body have any interest, direct or indirect, in this Agreement or the proceeds thereof.
 - b. The City of Rome covenants that the City of Rome (including officers, councilors, and employees of the City of Rome) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Further, the City of Rome covenants that no person having any such interest shall be employed in the performance for this Agreement.
 - c. No County appropriated funds (including, without limitation, any County appropriated funds provided under the Grants provided under this Agreement) have been paid or will be paid, by or on behalf of the City of Rome, to any person for influencing or attempting to influence any officer or employee of the County, in connection with the making of the Grants.
14. Independent Contractor. The City of Rome is an independent contractor and the officers, councilors, and employees of the City of Rome, in accordance with the status of the City of Rome as an independent contractor, covenant and agree that they will conduct themselves consistent with such status; that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and 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, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.
15. Entire Agreement. This Agreement is the final, complete, exclusive, and fully integrated record of the agreement of the Parties with regard to this matter and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement, and no waiver of any of its terms, shall become effective unless in writing and signed by all Parties. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.
16. Choice of Law, Venue and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which Party drafted this Agreement. The Parties select the jurisdiction to interpret

and enforce this Agreement, or to resolve any dispute arising from this Agreement, to be a New York State court of competent jurisdiction located in Oneida County, New York or the United States District Court for the Northern District of New York and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

17. No Waiver. No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving Party. The waiver or acceptance of any breach by either Party of any provision of this Agreement shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
18. Assignments. The City of Rome may not assign this Agreement, or delegate any of its rights or duties that arise out of this Agreement, without the County's prior written consent, which may be granted or withheld in the County's sole discretion, provided that this provision shall not forbid the City of Rome from making awards concerning the Project to contractors. Unless the County otherwise agrees in writing, any contractor, subcontractors, subawardees, and assigns are subject to all the County's defenses and are liable for all the City of Rome's duties that arise from this Agreement and all the County's claims that arise from this Agreement.
19. Notices. Communications concerning this Agreement shall be made in writing and directed to the Parties at the addresses set forth above.
20. Authority. The City of Rome's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by the City of Rome's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the City of Rome; no other action on the part of the City of Rome or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.
21. Advice of Counsel. The City of Rome represents and certifies that it has reviewed this Agreement with counsel of the City of Rome, or expressly waives review of this Agreement with counsel of the City of Rome with full knowledge of the risks of waiving such review.
22. Mutual Drafting. The Parties agree that this Agreement shall be construed as mutually drafted by each Party and no inferences will be drawn against either Party as the drafter of this Agreement.
23. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

24. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.
25. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.
26. Captions. The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.
27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

CITY OF ROME

Signature

Date: _____

Jacqueline M. Izzo, Mayor

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Approved:

Andrew Dean, 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 NEW YORK 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 28, 2023

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

EX 20 23-369
ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

Dear Board Chairman,

Pursuant to the historic settlement agreement between the Oneida Nation, the County of Oneida and others, the County has received a share of the gaming revenues of the Oneida Nation. The County has devoted this revenue to the laudable purposes of property tax stabilization and promoting education, infrastructure, public safety, the arts, and economic development.

The City of Rome applied to use some of the funding to support the City's façade program with \$200,000 and \$150,000 toward the Air City Lofts for a total of \$350,000. With the Boards approval of the grant funding agreement, it is necessary to put the funding in place.

I therefore request your Board's approval for the following **2023** Supplemental Appropriation:

TO:


A-8020-6414.495-000 – Planning / OC Reginal Assistance.....\$350,000.00

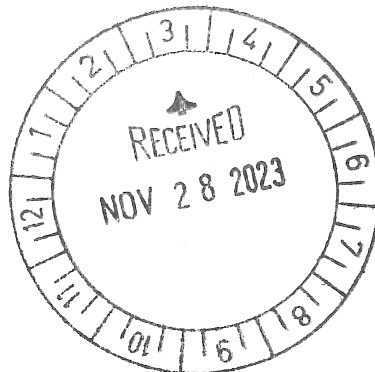
This Supplemental Appropriation will be fully funded by:

A-599 Fund Balance.....\$350,000.00

Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive



CC: Comptroller
County Attorney



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

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

ANTHONY J. PICENTE, JR.
County Executive

JAMES J. GENOVESE II
Commissioner

FN 20 23-370

October 23, 2023

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

ECONOMIC DEVELOPMENT
& TOURISM
WANG & MEANS

Re: Agreement between the Herkimer-Oneida Counties Comprehensive Planning Program and Herkimer County to Provide Professional Human Services Planning

Dear County Executive Picente:

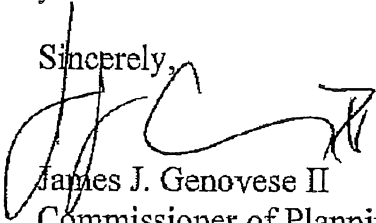
The Herkimer-Oneida Comprehensive Planning Program ("HOCCPP") was established by the counties of Oneida and Herkimer to provide for joint planning efforts and professional services. HOCCPP is housed within the Oneida County Department of Planning.

This agreement seeks to formalize an existing informal agreement to provide professional planning services. Since at least 2003, and likely prior, HOCCPP has provided professional human service planners to assist the Herkimer County Department of Social Services in delivering the programs and projects required. These staff worked dually for the Oneida County Department of Planning. This agreement has been amicable and favorable to both parties, as Herkimer County has continuously provided an adequate fee for the services.

In keeping with the level of staff service provided and the historic costs of this service. Herkimer County has agreed to an annual contract cost starting at \$30,000, with a 3% inflation factor applied annually for the 5-year contract. This cost will include staff time and expenses. The total amount of revenue to be received under the contract is \$159,274.00.

I respectfully request that you review this contract. If it meets with your approval, I ask that you forward it to the Board of Legislators for its review and approval. Should you have any questions, Dana Crisino, Deputy Commissioner, and I would be pleased to discuss this matter with you at your convenience.

Sincerely,


James J. Genovese II
Commissioner of Planning

CC:
Comptroller
County Attorney
Budget



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


Anthony J. Picente, Jr.
County Executive

Date 11-29-23

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Herkimer County
109 Mary Street
Herkimer, New York

Title of Activity or Service: Comprehensive planning for human services to meet the requirements of Herkimer County.

Proposed Dates of Operations: January 1, 2024 – December 31, 2028

Client Population/Number to be Served: Herkimer County

SUMMARY STATEMENTS

- 1) **Narrative Description of Proposed Services:** This agreement formalizes an agreement between the Herkimer-Oneida Counties Comprehensive Planning Program (“HOCCPP”) and Herkimer County, whereby HOCCPO provides planning staff and services to the Herkimer County Department of Social Services. Herkimer County will pay Oneida County (on behalf of HOCCPP) \$159,274.00 over five years.
- 2) **Program/Service Objectives and Outcomes:** HOCCPP will provide professional human service planning to Herkimer County for the purposes of supporting the Herkimer County Department of Social Services in its delivery of programs, projects, and initiatives for the betterment of the community.
- 3) **Program Design and Staffing Level:** The Commissioner of Planning serves as the Director of HOCCPP. The Planning Department Staff works as staff to HOCCPP and will be utilized, as needed.

Total Funding Requested: Account: #K82218221.4902-000 (Revenue)
#K82218221.495-000 (Expense)

Oneida County Funding Recommendation:

Proposed Funding Source (Federal \$/State \$/County \$):
Federal: \$0
State: \$0
Herkimer County to pay over 5 years: \$159,274.00

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments:

AGREEMENT

This Agreement (“Agreement”), effective January 1, 2024 (“Effective Date”), is by and between the County of Oneida, a New York municipal corporation with principal offices at 800 Park Avenue, Utica, New York, as host agency for the Herkimer-Oneida Counties Comprehensive Planning Program (together with the County of Oneida, “HOCCPP”), a regional planning program with principal offices at 321 Main Street, Utica, New York, and Herkimer County (“Herkimer County”), a New York municipal corporation with principal offices at 109 Mary Street, Herkimer, New York. Oneida County and Herkimer County are each a “Party” and together, the “Parties.”

RECITALS

WHEREAS, HOCCPP was established by Oneida County and Herkimer County to provide for joint planning efforts and the sharing of professional services between the counties; and

WHEREAS, the Herkimer County Department of Social Services (“DSS”) provides a variety of human services to Herkimer County and its residents, and requires planning resources in order to deliver those services; and

WHEREAS, Herkimer County wishes to obtain planning resources from HOCCPP and HOCCP wishes to provide those resources to Herkimer County for a fee; and

WHEREAS, pursuant to General Municipal Law Section 119-o, the Parties may enter into intermunicipal agreements for the performance among them of any of their respective functions, powers, and duties on a cooperative basis, upon approval by their respective governing boards, and the Oneida County Board of Legislators and the Herkimer County Board of Legislators have adopted resolutions approving this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions hereinafter set forth, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

- I. TERM OF AGREEMENT. This agreement shall be in effect from January 1, 2024 through December 31, 2028 (the “Term”).
- II. SCOPE OF SERVICES
 - A. HOCCPP shall provide Herkimer County with professional staff and software dedicated to assisting Herkimer County and its DSS in meeting its comprehensive human service planning requirements, such services to include, but not be limited to, the following (collectively, the “Services”):
 1. Providing statistical analysis, mapping, graphic, and visual support services.

2. Working with the Herkimer County Commissioner of Social Services to evaluate and monitor the current needs of Herkimer County to ensure that services and software are adequate.
3. Assisting the Herkimer County DSS in implementing new federal, state, and local legislation regulations.
4. Assessing community resources to identify gaps and needs in available services and the provision thereof.
5. Attending and participating in meetings of the Herkimer County DSS to provide planning support.
6. Providing vital statistics, demographic, and census information, including the associated analysis to assist the Herkimer County DSS in making data-driven decisions that address systemic societal issues.
7. Providing spatial mapping services to illustrate data developed.
8. Providing graphic and visual presentation support to assist in illustrating plans, projects, and communication with the public.

III. PAYMENT

- A. Herkimer County shall pay HOCCPP an amount equal to the staff hours and expenses incurred in providing the Services, not to exceed the following amounts per year of the Term:
 1. Year One (January 1, 2024 – December 31, 2024): Thirty Thousand Dollars and Zero Cents (\$30,000.00).
 2. Year Two (January 1, 2025 through December 31, 2025): Thirty-Thousand Nine Hundred Dollars and Zero Cents (\$30,900.00).
 3. Year Three (January 1, 2026 through December 31, 2026): Thirty One Thousand Eight Hundred Twenty-Seven Dollars and Zero Cents (\$31,827.00).
 4. Year Four (January 1, 2027 through December 31, 2027): Thirty Two Thousand Seven Hundred Eighty-Two Dollars and Zero Cents (\$32,782.00).
 5. Year Five (January 1, 2028 through December 31, 2028): Thirty Three Thousand Seven Hundred Sixty-Five Dollars and Zero Cents (\$33,765.00).

- B. Herkimer County shall pay HOCCPP upon submission by HOCCPP of a voucher to Herkimer County, which shall be accompanied by such documentation as Herkimer County may reasonably require.
- IV. TERMINATION. Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party.
- V. LIAISONS AND NOTICES. Each Party shall designate a liaison to coordinate the performance of this Agreement and to receive notices hereunder. All notices under this Agreement shall be in writing and sent by certified United States Mail to the liaison last designated by each Party in writing.
- A. The liaison for HOCCPP is:
- James J. Genovese, II
Commissioner of Oneida County Department of Planning
321 Main Street
Utica, New York 13501
- B. The liaison for Herkimer County is:
- Timothy Seymour
Herkimer County Department of Social Services
301 North Washington Street, Suite 2110
Herkimer, New York 13350
- VI. MEETINGS. The Parties shall meet at least once per year, and more frequently as agreed by the Parties, to review this Agreement and their performance of this Agreement.
- VII. INDEMNIFICATION. Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, employees, and agents (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) (collectively, "Losses") they may suffer as the result of claims, demands, actions, suits or judgments against them, including by third parties, resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (b) the failure by the indemnifying Party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations under this Agreement; and/or (c) any breach of this Agreement or law by the indemnifying Party.
- VIII. MISCELLANEOUS
- A. Independent Contractor. HOCCPP and its employees, agents, personnel, officers, and servants shall be independent contractors of Herkimer County in the performance of this Agreement. They shall not be deemed employees

of Herkimer County and shall not make any claim, demand or application for any employee benefit of Herkimer County including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance of the other Party. HOCCPP will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of Herkimer County.

- B. No Discrimination. In the performance of this Agreement there shall be no discrimination by either Party against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Neither Party shall establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof.
- C. Recordkeeping and Inspection. The Parties shall maintain all records concerning this Agreement in accordance with all applicable state, federal and local recordkeeping laws and rules. Either Party may, upon reasonable notice, inspect the books and records of the other Party which concern this Agreement. The Parties shall cooperate in good faith to respond to any audit or review of this Agreement by any governmental entity.
- D. Confidentiality. Information exchanged between the Parties may be considered confidential and shall be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information, in accordance with applicable state and federal laws and regulations.
- E. No Assignment. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the other Party's express written consent. Except to the extent forbidden in this paragraph, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- F. 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.
- G. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No

waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

- H. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.
- I. 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.
- J. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.
- K. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF ONEIDA, AS HOST
AGENCY FOR THE HERKIMER-
ONEIDA COUNTIES
COMPREHENSIVE PLANNING
PROGRAM

Anthony J. Picente, Jr.
County Executive

Date

HERKIMER COUNTY

Vincent J. Bono
Chairman, Board of Legislators

Date

Approved:

Andrew Dean, Esq.
Assistant County Attorney

Schedule A

5-year Budget *(3% annual inflation applied)*

| | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|-----------|-----------|-----------|-----------|-----------|
| Staff Hours and Expenses not to exceed value listed | \$ 30,000 | \$ 30,900 | \$ 31,827 | \$ 32,782 | \$ 33,765 |

Allowed expenses include:

Transportation, Meals, Conferences, Software Licenses, Equipment, and similar items necessary to carry out assigned work tasks

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

November 21, 2023

FN 20 23-371
GOVERNMENT OPERATIONS

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

Re: Waiver of Civil Service Testing Fees for the Period January 1, 2024 through December 31, 2024

WAYS & MEANS

Dear County Executive Picente:

A recent amendment to New York State Civil Service Law allows a Personnel Officer to waive civil service examination fees for all examinations held between July 1, 2023 and December 31, 2025, subject to approval by the governing body. At this time, I am recommending that Oneida County Civil Service waive examination testing fees for examinations given from January 1, 2024 through December 31, 2024. During this time frame, my office will monitor whether a waiver of the examination fees has a positive impact on the number of applicants taking and completing civil service examinations. If this endeavor proves to be successful, additional authority to waive testing fees for calendar year 2025 may be sought.

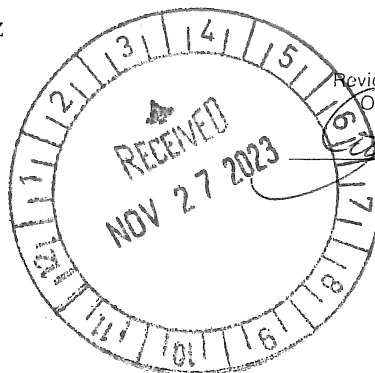
The 2024 budget proposal for the Personnel Department that has now been adopted included an elimination of revenue from civil service testing fees with the goal of enacting this waiver.

If you concur, please forward this letter to the Board of Legislators and ask that they pass a resolution waiving examination testing fees for all of Oneida County Civil Service for examinations given from January 1, 2024 through December 31, 2024, and authorize a refund of any fee already paid by an applicant for an examination that will be given during that time period. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

November 21, 2023

FN 20 23-372

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Waiver of Civil Service Testing Fees for the Period January 1, 2024 through December 31, 2024

Dear County Executive Picente:

The new collective bargaining agreement between Oneida County and the United Public Service Employees Union – Blue Collar Unit (UPSEU) includes bonus payment provisions for employees who hold a New York State Certified Motor Vehicle Inspector License, Professional Engineer License and/or Professional Land Surveyor License and performs such duties for the County. Those provisions are more fully detailed in Sections 9.15, 9.16 and 9.17 of the new collective bargaining agreement. Commissioner of Public Works, Matthew Baisley, has requested that these provisions be extended to employees on the “M” scale who meet the criteria in the collective bargaining agreement. I recommend that this request be granted, and that these benefits be extended to employees on the “M” scale with the exception of employees holding a Deputy Commissioner position.

If you concur, please forward this letter to the Board of Legislators and ask that they pass a resolution extended the provisions of Sections 9.15, 9.16 and 9.17 of the collective bargaining agreement between the County and UPSEU – Blue Collar Unit to employees on the “M” scale who meet the criteria with the exception of employees holding a Deputy Commissioner position. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Amanda L. Cortese-Kolasz

cc: Comptroller
County Attorney
Budget Director



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

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

Date 11-22-23



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

FN 20 23-373

November 29, 2023

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear County Executive 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 meeting in December 2023.

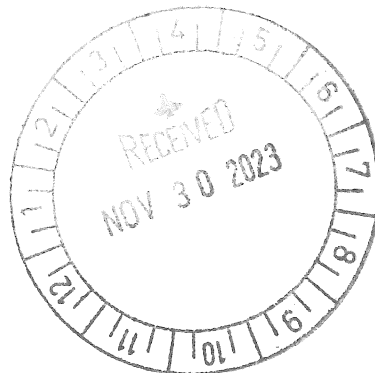
Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/ty

Enclosure



Cc: Mike Billard, Clerk of the Board

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

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

Date 11-30-23



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

October 18, 2023

FN 20 23-334

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.

We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration on November 8th.

| <u>NUMBER</u> | | <u>AMOUNT</u> |
|---------------|-------------|---------------|
| 0 | REFUND | \$ 0 |
| 2 | CORRECTIONS | \$ 1,098.60 |

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 11-3-23



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

ANTHONY J. PICENTE, JR.
 County Executive
 James J. Genovese II
 Commissioner

October 23, 2023

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

FN 20 23-375

GOVERNMENT OPERATIONS

Re: Professional Services Agreement With LiRo GIS, Inc.

WAYS & MEANS

Dear County Executive Picente:

Please find for your review a Professional Services Agreement with LiRo GIS, Inc. ("LiRo"). The County currently maintains its tax parcel maps in the "ArcMap" software format, which is sunsetting soon and which will be replaced with the "ArcGIS Pro" software format. Pursuant to this agreement, LiRo would migrate the County's tax parcels to the new format. Additionally, LiRo would resolve an existing backlog in tax parcel maintenance (such as "splits" and "merges") and perform tax parcel maintenance going forward.

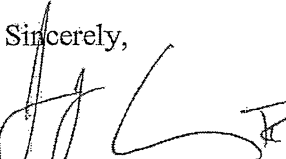
The Department of Planning selected LiRo after issuing a request for proposals ("RFP"). Five firms responded to the RFP, and the Department selected LiRo's as the best. The County has worked with LiRo for many years and is satisfied with its previous work.

The agreement will be for an initial term of one year, with up to four renewal terms of one year each. The Department requests authority to hire LiRo for all five years (the initial term and the four renewal periods). The price to the County would be as follows, to be paid from County funds:

| | |
|---------------------|---------------------|
| Initial Term | \$61,941.00 |
| First Renewal Term | \$63,800.00 |
| Second Renewal Term | \$65,714.00 |
| Third Renewal Term | \$67,685.00 |
| Fourth Renewal Term | \$69,715.00 |
| <u>TOTAL</u> | <u>\$328,855.00</u> |

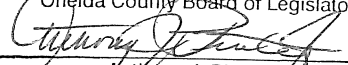
The Board of Acquisition & Contract has accepted LiRo's proposal. If it is acceptable to you, I respectfully ask that you forward the same to the Board of Legislators for its consideration. Please feel free to call me if any additional information is required, and thank you for your continued support.

Sincerely,


 James J. Genovese, II
 Commissioner
 Oneida County Department of Planning



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


 Anthony J. Picente, Jr.
 County Executive

Date 11-29-23

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: LiRo GIS, Inc.
Three Aerial Way
Syosset, New York

Title of Activity or Service: Professional Services

Proposed Dates of Operations: January 1, 2024 – December 31, 2024 (initial term)
January 1, 2025 – December 31, 2025 (first renewal)
January 1, 2026 – December 31, 2026 (second renewal)
January 1, 2027 – December 31, 2027 (third renewal)
January 1, 2028 – December 31, 2028 (fourth renewal)

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

- 1) **Narrative Description of Proposed Services:** The County currently maintains its tax parcel maps in the “ArcMap” software format, which is sunsetting soon and will be replaced with the “ArcGIS Pro” software format. Pursuant to this agreement, LiRo GIS, Inc. (“LiRo”) will migrate the County’s tax parcels to the new format. Additionally, LiRo will resolve an existing backlog in tax parcel maintenance (such as “splits” and “merges”) and perform tax parcel maintenance going forward.
- 2) **Program/Service Objectives and Outcomes:** To migrate the County’s tax parcel maps to the new software format, to resolve a backlog in parcel maintenance requests, and to provide for continuous parcel maintenance on an ongoing basis.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$328,855.00 **Account #:**

Oneida County Funding Recommendation: \$328,855.00

Proposed Funding Source (Federal \$/State \$/County \$):
County: \$328,855.00

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective January 1, 2024 (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and LiRo GIS, Inc. (“LiRo”), a New York domestic professional service corporation with its principal place of business at Three Aerial Way, Syosset, New York. The County and LiRo are each a “Party,” and together, the “Parties.”

RECITALS

WHEREAS, the County currently maintains its tax parcel maps in the Environment System Research Institute’s ArcMap version 10.6 software format, however, this software format is sunsetting and the tax maps will need to be migrated to the Environment System Research Institute’s ArcGIS Pro format; and

WHEREAS, the County continuously receives requests for parcel maintenance, requiring “splits” and “merges” of tax parcels in its database to maintain current mapping of all tax parcels in the County, and there is a backlog in the performance of such parcel maintenance; and

WHEREAS, the County issued a Request for Proposals (“RFP”) seeking proposals from qualified firms to migrate its tax parcels into the new software, to resolve the backlog in parcel maintenance, and to conduct parcel maintenance going forward, all as more fully described in the RFP, a copy of which is annexed as Exhibit B; and

WHEREAS, LiRo responded to the RFP and offered to provide the services, as more fully described in its response (with cost proposal) to the RFP (the “Proposal”), a copy of which is annexed as Exhibit C; and

WHEREAS, the County wishes to hire LiRo to provide the services and LiRo wishes to perform the services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. THE SERVICES. LiRo shall perform the following migration services, backlog maintenance services, and continuing maintenance services, all as more fully described in the RFP (collectively, the “Services”):
 - 1.1. Migration Services. As part of the Services, LiRo shall perform the following migration services (“Migration Services”).
 - 1.1.1 LiRo shall migrate all of the County’s tax parcel maps from the Environmental Research Institute (“ESRI”) ArcMap version 10.6 (“ArcMap”) format to separate projects in the ESRI ArcGIS Pro (“ArcGIS

Pro”) format. Specifically, LiRo shall convert one (1) index map document and forty-six (46) municipal map documents into twenty-six (26) town, sixteen (16) village, and three (3) city ArcGIS Pro projects (each, an “ArcGIS Pro Project” and collectively, the “ArcGIS Pro Projects”). In addition, LiRo shall provide an index for each such ArcGIS Pro Project.

1.1.2 Notwithstanding that portion of Section 1.1.1. to the contrary, at the County’s election, LiRo may consolidate those ArcGIS Pro Projects for each village into the ArcGIS Projects for the encompassing town, provided that LiRo maintains the correct map series, scale, and legend as would otherwise be displayed for an ArcGIS Pro Project for each village.

1.1.3 Each ArcGIS Pro Project shall comply with the requirements of the State Board of Real Property Service in its General Guide for Tax Mapping in New York State, and with all other applicable laws and regulations.

1.1.4 Each ArcGIS Pro Project must include the ability to print a standard tax map at regulation size. PDF output of the tax maps must also be available, and a PDF of each tax sheet shall be delivered upon completion.

1.1.5 LiRo shall supply to the County the ArcGIS Pro Projects and all affiliated databases, layers, indexes and files needed to map and maintain the map series for each tax sheet; one project for each municipality, provided however, that the County may elect to receive combined projects for each village and its encompassing Town. The tax parcel data shall exist in individual municipal file geodatabases containing the feature classes, feature data sets, tables, and annotation layers. The new ArcGIS Pro Project structure must re-create the existing tax map sheet.

1.2. Backlog Maintenance Services. As part of the Services, LiRo shall perform the following Backlog Maintenance Services (“Backlog Maintenance Services”).

1.2.1 In parallel with the Migration Services described in Section 1.1 of this Agreement, LiRo shall perform tax parcel maintenance—including completing “splits” and “merges—for the 2022 and 2023 years (the “Maintenance Backlog Services”).

1.3. Continuing Maintenance Services.

1.3.1 On a bi-weekly basis the County will transmit tax map change requests, such as requests to “split” or “merge” parcels, to LiRo via email or by using a File Transfer Protocol project site. Such requests will be embodied in New York State Department of Taxation and Finance Real Property Transfer Reports (“RP-5217-PDF”), along with deeds, surveys, and other documents that define the changes sought to the tax parcels.

1.3.2 LiRo shall review the change requests and make notations or changes as necessary. If a merge or split is required, LiRo shall make the change using the applicable software tools. Once the edit is complete, an entry shall be

made in the revision on the tax map to reflect the last five (5) changes to the tax map.

- 1.3.3 LiRo shall implement quality control measures during the maintenance process, such measures as more fully described in the Proposal.
- 1.4. SCHEDULE. LiRo shall complete the Migration Services within one (1) month of the Effective Date. LiRo shall complete the Backlog Maintenance Services within twelve (12) months of the Effective Date. LiRo shall perform the Continuing Maintenance Services on a continuous basis throughout the term of this Agreement, as may be renewed.
2. TERM. The initial term of this Agreement shall be from January 1, 2024 through December 31, 2024 (“Initial Term”). The Parties may renew this Agreement for up to four (4) renewal terms of one (1) year each (each, a “Renewal Term”).
3. PAYMENT.
 - 3.1. Payment Amount.
 - 3.1.1 For LiRo providing the Services in the Initial Term, the County will pay LiRo an amount not to exceed Sixty-One Thousand Nine Hundred Forty-One Dollars and Zero Cents (\$61,941.00)
 - 3.1.2 For LiRo providing Continuing Maintenance Services in the first Renewal Term, if any, the County shall pay LiRo an amount not to exceed Sixty-Three Thousand Eight Hundred Dollars and Zero Cents (\$63,800.00).
 - 3.1.3 For LiRo providing Continuing Maintenance Services in the second Renewal Term, if any, the County shall pay LiRo an amount not to exceed Sixty-Five Thousand Seven Hundred Fourteen Dollars and Zero Cents (\$65,714.00).
 - 3.1.4 For LiRo providing Continuing Maintenance Services in the third Renewal Term, if any, the County shall pay LiRo an amount not to exceed Sixty-Seven Thousand Six Hundred Eighty-Five Dollars and Zero Cents (\$67,685.00).
 - 3.1.5 For LiRo providing Continuing Maintenance Services in the fourth Renewal Term, if any, the County shall pay LiRo an amount not to exceed Sixty-Nine Thousand Seven Hundred Fifteen Dollars and Zero Cents (\$69,715.00).
 - 3.2. Method of Payment.
 - 3.2.1 Payment shall be made monthly on the basis of work-completed and billed by LiRo to the County.

3.2.2 There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

3.2.3 Such payments shall be made by the County after receipt of vouchers presented by LiRo on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

4. REPRESENTATIONS & WARRANTIES.

4.1. From LiRo. LiRo represents and warrants: (a) that all Services will be performed in a professional and workmanlike manner; and (b) that all deliverables will conform to their specifications set forth in this Agreement. In the event of a breach of either warranty in this subsection, LiRo, at its own expense, will promptly re-perform the Services or repair and redeliver the deliverable in question.

4.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

5. INDEMNIFICATION.

5.1. LiRo shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgements arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Consultant and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by LiRo to comply with any of the covenants, terms or conditions of this Agreement.

6. INSURANCE.

6.1. LiRo 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.

6.1.1 Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

1.6.1.1.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.

2.6.1.1. 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).

6.1.2 Auto Liability Insurance in an amount equal to or greater than \$1,000,000 combined single limit.

6.1.3 Workers' Compensation and Employer's Liability: Statutory limits apply.

6.1.4 Professional Liability coverage, including errors and omissions, with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

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

6.3. Certificates of Insurance. Prior to the Effective Date, LiRo shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of LiRo's policies. 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.

7. TERMINATION.

7.1. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other Party first cures the breach.

7.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to LiRo.

7.3. Payment Upon Termination. On the effective date of any termination of this Agreement, the County will pay LiRo only for those Services provided up to such date.

8. INDEPENDENT CONTRACTOR

8.1. LiRo and its employees, agents, personnel, officers, and servants shall be independent contractors. They shall not be deemed employees of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. LiRo covenants and agrees that it will

conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County and LiRo shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding LiRo's status as an independent contractor.

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

9. **ADDITIONAL TERMS AND CONDITIONS.**

- 9.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses first set forth above or to such other address as either Party may designate in writing.
- 9.2. Assignment & Successors. LiRo may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 9.3. Ownership of Materials. All materials prepared by LiRo for the County in connection with this Agreement, excluding any intellectual property already owned by LiRo, shall become the sole property of the County. LiRo agrees to provide tangible copies, documents, and any material prepared in accordance with this Agreement to the County, as required, to support work if/when necessary, with the understanding that said material shall include the final work product belonging to and residing with the County.
- 9.4. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 9.5. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.
- 9.6. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.
- 9.7. 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 Exhibit A-Standard Oneida County Conditions, attached hereto.

- 9.8. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.
- 9.9. 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.
- 9.10. 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.
- 9.11. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

COUNTY OF ONEIDA

LiRo GIS, Inc.

By: _____
(signature)

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

Date: _____

Approved

Andrew Dean, Esq.
Assistant County Attorney

Richard Annitto
By: _____
(signature)

Digitally signed by Richard Annitto
DN: cn=Richard Annitto, o=The LiRo
Group, ou=LiRo GIS,
email=annitto@liro.com, c=US
Date: 2023.11.28 14:13:14 -05'00'

Name: Richard Annitto
Title: Vice President

Date: 11/28/2023

EXHIBIT A

(Standard Oneida County Conditions)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida (“County”) and LiRo GIS, Inc. (“Contractor”), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

- c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible,

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section

165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and

- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

EXHIBIT B

(Request for Proposals)

Request for Proposals

for

Tax Parcel Migration and Backlog Maintenance

ONEIDA COUNTY, NY



July 2023

Prepared by: Oneida County Department of Planning

Union Station, 321 Main St

Utica, NY 13501

Phone (315) 798-5710

ONEIDA COUNTY
TAX PARCEL MIGRATION AND BACKLOG MAINTENANCE
REQUEST FOR PROPOSALS (RFP)

Oneida County is seeking qualified firms to migrate our tax parcels from the Environment System Research Institute's ("Esri") ArcMap map document (.mxd) format to ArcGIS Pro project (.aprx) format. Additionally, we have all of 2022 and all of 2023's tax parcel maintenance (splits/merges) that need to be completed in parallel with the migration process. Interested and qualified GIS mapping firms are encouraged to submit proposals to complete this work to the following:

Jeff Quackenbush
Deputy Commissioner of Planning
Oneida County Department of Planning
Union Station, 321 Main Street
Utica, NY 13501

All proposals must be received by the Oneida County Department of Planning no later than 3:00 p.m. on September 8, 2023. Proposals received after this date will not be accepted. Proposals must be delivered to the address above to the attention of Jeff Quackenbush.

Questions regarding this RFP must be submitted to Jeff Quackenbush via email (jquackenbush@ocgov.net) or letter and received no later than 4:00 p.m. on August 23rd, 2023. Responses to any questions will be provided August 25th at 2:00 p.m. next to this RFP on our website.

Oneida County will receive proposals for:

Tax parcel migration and backlog maintenance in Oneida County, NY.

Interested and qualified GIS mapping firms may receive a copy of the RFP by

contacting Jeff Quackenbush at (315) 798-5710 or jquackenbush@ocgov.net

Proposal envelopes shall clearly indicate a “Proposal for tax map migration and backlog maintenance in Oneida County” and the name of the company submitting the proposal.

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Executive Summary:

Oneida County currently maintains all of its tax maps in Environment System Research Institute's ("Esri") ArcMap version 10.6. ArcMap support is sunsetting in the near future and the need to migrate to Esri's ArcGIS Pro has arrived. This process will require the conversion of 1 index map document and 46 municipal map documents into 26 Town, 16 Village, 3 City, ArcGIS Pro projects. The current ArcMap map document format is structured using 'data driven pages' for the tax map layouts, providing 1,284 tax map sheets that cover the entirety of the County. The tax parcel data exists in individual municipal file geodatabases containing the feature classes, feature data sets, tables, and annotation layers. Each tax sheet is created/maintained using a template layout and the data driven pages functionality in ArcMap. The new ArcGIS Pro project structure must use these geodatabases and re-create these 1,284 tax map sheets in similar fashion using 'Map Series' structure or functional equivalent. Each Esri municipal project shall contain the layout structure(s) for the tax map series in that municipality.

Oneida County also has the need to update a backlog of tax parcel maintenance that has occurred due to staff shortages years ago; currently, all of 2022 and 2023 will need to be addressed, and all splits and merges for that time period will need to be completed as the migration progresses. Additionally, to keep the mapping current, any splits or merge requests that come in as the migration is occurring, roughly 30 per month, must also be addressed by the vendor. The goal at the end of the project is to have migrated all projects to ArcGIS Pro and have all tax mapping current.

Background

Within the County there are three cities, twenty-six towns and sixteen villages. The mapping for those municipal entities is broken down as follows:

| <u>Municipality</u> | <u># of Parcels</u> | <u># of Tax Sheets</u> |
|---------------------|---------------------|------------------------|
| <i>Towns</i> | | |
| Annsville | 1648 | 29 |

| | | |
|--------------|------|----|
| Augusta | 881 | 16 |
| Ava | 547 | 16 |
| Boonville | 2016 | 34 |
| Bridgewater | 728 | 16 |
| Camden | 1773 | 29 |
| Deerfield | 2108 | 27 |
| Florence | 1054 | 26 |
| Floyd | 1729 | 24 |
| Forestport | 3525 | 56 |
| Kirkland | 2875 | 42 |
| Lee | 3172 | 29 |
| Marcy | 2869 | 33 |
| Marshall | 1055 | 17 |
| New Hartford | 7715 | 88 |
| Paris | 1958 | 35 |
| Remsen | 1537 | 20 |
| Sangerfield | 759 | 12 |
| Steuben | 824 | 20 |
| Trenton | 2267 | 28 |
| Vernon | 1756 | 22 |
| Verona | 3418 | 51 |
| Vienna | 3137 | 50 |
| Western | 1300 | 30 |
| Westmoreland | 3010 | 24 |
| Whitestown | 4315 | 38 |

Villages

| | | |
|------------------|------|----|
| v_Boonville | 955 | 11 |
| v_Camden | 962 | 15 |
| v_Clayville | 197 | 6 |
| v_Clinton | 700 | 7 |
| v_Holland Patent | 197 | 6 |
| v_New Hartford | 781 | 4 |
| v_New York Mills | 1262 | 11 |
| v_Oneida Castle | 284 | 7 |
| v_Oriskany | 573 | 8 |
| v_Oriskany Falls | 309 | 8 |
| v_Remsen | 248 | 3 |
| v_Sylvan Beach | 984 | 9 |
| v_Vernon | 431 | 9 |
| v_Waterville | 598 | 13 |
| v_Whitesboro | 1483 | 10 |
| v_Yorkville | 1344 | 7 |

Cities

| | | |
|------------------|---------------|-------------|
| City of Rome | 13300 | 144 |
| City of Sherrill | 1260 | 18 |
| City of Utica | 21574 | 176 |
| Totals | 105418 | 1284 |

Evaluation Criteria

Proposals will be evaluated, and, at Oneida County’s discretion, an award made to the GIS mapping firm that demonstrates the best ability to meet the overall goals of the project, with particular emphasis on the ability to fulfill the scope of work in the most timely and efficient manner. The County will initially assess the qualifications of each firm submitting a proposal and evaluate the proposal according to the following criteria:

- Total Project Cost – Lump Sum
- Capability/Experience – Has the firm worked on similar projects?
- Staffing – Does the firm propose to use an adequate number of staff?
- Support Record – Provide customer references.
- Understanding of the project – Does the firm understand the scope and logistics needed to complete the project?

The County may select one or more of the proposing firms for interviews. The County may also forego the interview process if it deems that an interview process is not warranted.

Project contact:

Jeff Quackenbush
 Deputy Commissioner of Planning
 Oneida County Department of Planning
 Union Station, 321 Main St
 Utica NY 13501

e | jquackenbush@ocgov.net

p | (315) 798-5710

Project Scope and Deliverables:

1. The scope of this RFP is to migrate all ESRI ArcMap mxd's into 26 town, 16 village and 3 city ArcGIS Pro projects. Each municipality must also include an index. While performing this migration the vendor must also update all tax parcels with changes that are needed from splits or merges. In recent times, that equates to about 300 splits and 100 merges annually.
2. Mapping Requirements – The tax maps must comply to all NYS regulations pertaining to the mapping specifics. All fonts and page sizes must be as per NYS regulation. ArcGIS Pro projects must include the ability to print a standard tax map at regulation size. PDF output of the tax maps must also be available and a PDF of each tax sheet shall be delivered upon completion.
3. Timeline/Schedule – All conversion/migration and concurrent maintenance shall be completed within one year of contract award. Vendor shall propose the delivery timeline and the vendor must maintain all splits and merges as the conversion process progresses.
4. Deliverables – Vendor shall supply to the County Esri ArcGIS Pro projects and all affiliated databases, layers, indexes and files needed to map and maintain the ESRI Map Series for each tax sheet; one project for each municipality. The tax parcel data shall exist in individual municipal file geodatabases containing the feature classes, feature data sets, tables, and annotation layers. The new ArcGIS Pro project structure must re-create the existing 1,284 tax map sheets.
5. Expected digital materials from Oneida County – Oneida County will provide all split and merge requests every two weeks. Merge requests will come in the form of emails and split requests will come in the form of NYS RP 5217s which will be placed on our ftp site. Oneida County will also provide all the ArcMap projects and spatial data (geodatabases) currently used to maintain our tax maps. Oneida County will also provide access to IQS for public records queries and RPS (Real Property System), if desired.
6. Contract. The contract with the prevailing vendor shall be prepared by the County.

Preliminary Schedule

| | |
|-------------------------------|---|
| August 2023 | RFP release |
| September 8, 2023 | Proposals due by 3:00 p.m. |
| August 23, 2023 | Questions regarding RFP due by 4:00 pm. |
| August 30, 2023 at 10:00 a.m. | Virtual Information Session/Q & A Meeting – email jquackenbush@ocgov.net for an invite. |
| September 2023 | Interviews |
| October 2023 | Award |
| January 2024 | Contract begins |

Proposal Requirements and Materials:

1. Proposals for the “Migration and Maintenance of Oneida County Tax Maps” will be accepted at the Oneida County Department of Planning, 321 Main Street, 3rd Floor, Utica, NY 13501 until 3 p.m. on September 8, 2023. No fax or email submissions will be accepted. The submission must include 1 paper copy and 1 electronic copy (on a USB drive) of the entire package. The outside of the proposal package should be clearly marked “Migration and Maintenance of Oneida County Tax Maps” and the name of the company submitting the proposal. The package should contain the following:
 - a. A Cover Letter introducing the GIS mapping firm, its relevant knowledge and experience, and an explanation why it is qualified to perform the tasks required by this RFP.
 - b. The actual legal name of the proposing entity, its corporate form, and its state of incorporation, and the legal name of all parent entities.
 - c. Designation of a project manager and identification of all staff responsible to perform the work. If any subcontractors or subconsultants

will be used, the proposer must identify them and identify the work they are intended to perform.

- d. A list of recent projects similar to this RFP.
 - e. Project approach
 - f. Three references for similar projects, preferably from a municipal source, including contact names and telephone number and/or email address.
 - g. Dates when the GIS mapping firm will be available to meet with RFP Selection Committee for an interview, in September 2023 (September 11 - 22).
 - h. A project schedule separated into discrete tasks, including timeframes for the performance of the firm's responsibilities.
 - i. A cost proposal and budget for performing the entire scope of work, and where applicable, disaggregated by component
 - j. Signed copies of each of the Required Certifications in Attachment 2.
 - k. Signed Proposal.
2. Information Session – Q & A Session. The County intends to hold an information session with all interested firms. The purpose of the information session is to better describe the County's needs, and to answer questions from respondents.
 3. Interview Process – Proposers may be required to interview with principals and critical project participants.
 4. MWBE Participation – The County encourages responses from New York State certified Minority and Women-Owned Business Enterprises (MWBE), and encourages proposers to make every good faith effort to promote and assist the participation of MCBEs as subcontractors/subconsultants. MWBE participation will be a priority in evaluating responses to this RFP. Oneida County will consider prime consultants and subconsultants who have applied for New York State MWBE certification and whose applications are complete and in the review/approval process.
 5. Upon Award.
 1. Contract Negotiation and Execution – By responding to this RFP, the proposer expressly agrees that the terms of the ensuing contract will be negotiated and that the County will not accept unalterable form-contracts. Any award is subject to approval of the Oneida County Board

of Legislators.

GENERAL INSTRUCTIONS TO PROPOSERS:

SECTION 1: Proposal Submission

By submitting a proposal, the proposer agrees to accept all of the terms and conditions of the Instructions to Proposers. Proposer agrees to complete all work as specified or indicated in the documents for the price listed within the timeline.

Oneida County reserves the right to reject any and all proposals in whole or in part and to disregard all non-conforming, non-responsive or conditional responses.

SECTION 2: Disqualification

The County reserves the right to refuse to issue proposal documents or accept packets from proposers who have previously failed to complete contracts within the time frame required, or have previously performed similar work in an unsatisfactory manner. A proposal may be rejected if the proposer cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the proposer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

Oneida County reserves the right to reject any proposal if the information submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SECTION 3: Documents

A complete sets of Documents must be used when submitting proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

SECTION 4: Evaluation

Each proposal submitted will be reviewed and evaluated according to the evaluation criteria contained herein. Other considerations will include completeness of proposal and firms' demonstrated capabilities and professional qualifications as determined by Oneida County. Oneida County reserves the right to negotiate for additional services with the successful proposer and/or to delete components when business operations change.

SECTION 5: Award of Contract

An award will be made as determined to be in the best interests of Oneida County. Any award must be approved by the Oneida County Legislature and will have no effect absent such approval. The RFP may be cancelled, and any proposal may be rejected in whole or in part.

Unsuccessful proposers may request an explanation of the reasons why an award was not made to them.

No successful proposer to whom a contract is awarded shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest therein, including the performance of the contract or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Oneida County Purchasing Agent. In the event the proposer shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title and interest therein, including the performance of the contract, or the right to receive monies due or to become due, or its power to execute such contract to any other person or corporations, or upon receipt by Oneida County of an attachment against the proposer, the County of Oneida shall be relieved and discharged from any and all liability and obligation under or arising from the contract with such proposer, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract to the fullest extent permitted by law.

The successful proposer will be required to procure and maintain at their own expense insurance coverages as outlined in the "Oneida County Insurance Requirements" attached. Oneida County shall be named as an additional insured.

SECTION 6: Indemnification

The successful proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 7: Remedy for Breach

In the event of a breach by PROPOSER, PROPOSER shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute proposer to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute proposer.

ONEIDA COUNTY INSURANCE REQUIREMENTS

1. Required Coverage:

- 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. Prior to the start of any work, the proposer shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the 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
- b. Workers' Compensation and Employer's Liability: Statutory limits apply.
- c. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- d. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-

insured retention, maintained by or provided to the additional insureds.

2. All insurance carriers providing the above coverages for the Proposer must also be licensed to do so in New York State. All such carriers must be rated no lower than "A-" by the most recent Best's Key Rating Guide or must be otherwise acceptable to the County.
3. The decision to accept an insurer rests solely with the County.
4. It is expressly understood and agreed by the proposer that the insurance requirements specified above contemplate the use of occurrence liability forms.

Attachment 1 - Standard Clauses for All County Contracts

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 2 – Required Certifications

Proposer Must Sign and Submit Each Certification with its Proposal

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter “RFP”) does not commit the County of Oneida (hereinafter the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the “Applicant”) or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant’s experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

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/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act 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 in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder 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 that is awarded a contract and subsequently appears on the Prohibited Entities List.

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/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

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/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

EXHIBIT C

(Proposal)



LiRo GIS, Inc.
A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5470 Facsimile 516.937.5421 www.liro.com

September 15, 2023

Jeff Quackenbush
Deputy Commissioner of Planning
Oneida County Department of Planning
Union Station, 321 Main Street
Utica, NY 13501

RE: Proposal for Tax Map Migration and Backlog Maintenance in Oneida County

Dear Mr. Quackenbush,

LiRo GIS, Inc. (LiRo) is pleased to submit our proposal to the Oneida County Department of Planning to perform the Tax Map Migration and Backlog Maintenance services described in this RFP. LiRo successfully migrated the County's tax maps to Esri format and currently maintains the tax maps as part of five-year maintenance agreement. LiRo submits this proposal on the condition that LiRo's liability for consequential damages shall not exceed 10% of LiRo's fee for the services provided.

LiRo is one of the largest GIS consulting and implementation firms in the Northeast, with over 40 years of experience providing government and private sector organizations with a broad range of information technology solutions in such areas as:

- Parcel Data Management and Tax Mapping
- Real Property GIS
- Public Safety GIS
- Urban GIS
- Complex Address Data Models
- Web-based, desktop and mobile applications
- Infrastructure asset management
- Staff augmentation

LiRo has created GIS and tax mapping solutions of varying complexity for clients at all levels of state and local government, including Oneida County. Our permanent staff of over 35 GIS and IT professionals includes certified GIS professionals (GISP), certified project managers (PMPs), licensed surveyors, business and systems analysts, application developers, IT infrastructure specialists, and GIS analysts, specialists, and technicians.

LiRo personnel have been instrumental in implementing Esri tax mapping technology to clients including Suffolk County, the City of New York, Sullivan County, the City of Yonkers and many Towns in Westchester County. LiRo has been involved in the development of over 2 million tax parcels in New York State.

I am available on Thursday, September 21st or Monday September 25th for a selection interview. If you require any additional information or have any questions about the enclosed materials, please feel free to contact me at annitto@liro.com or (516) 746-2350.

Sincerely,
LiRo GIS, Inc.

A handwritten signature in black ink that reads "Richard Annitto".

Richard Annitto, GISP
Vice President

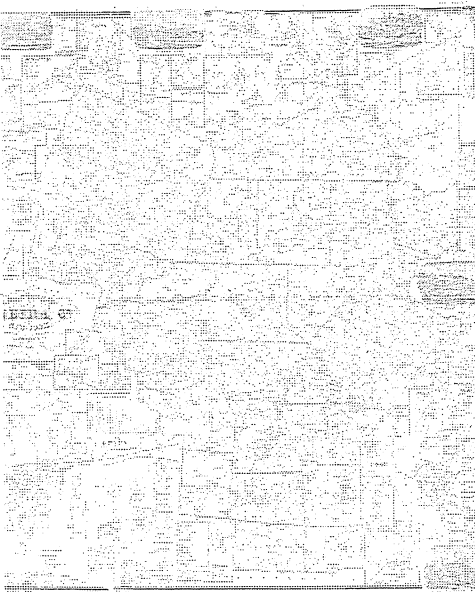
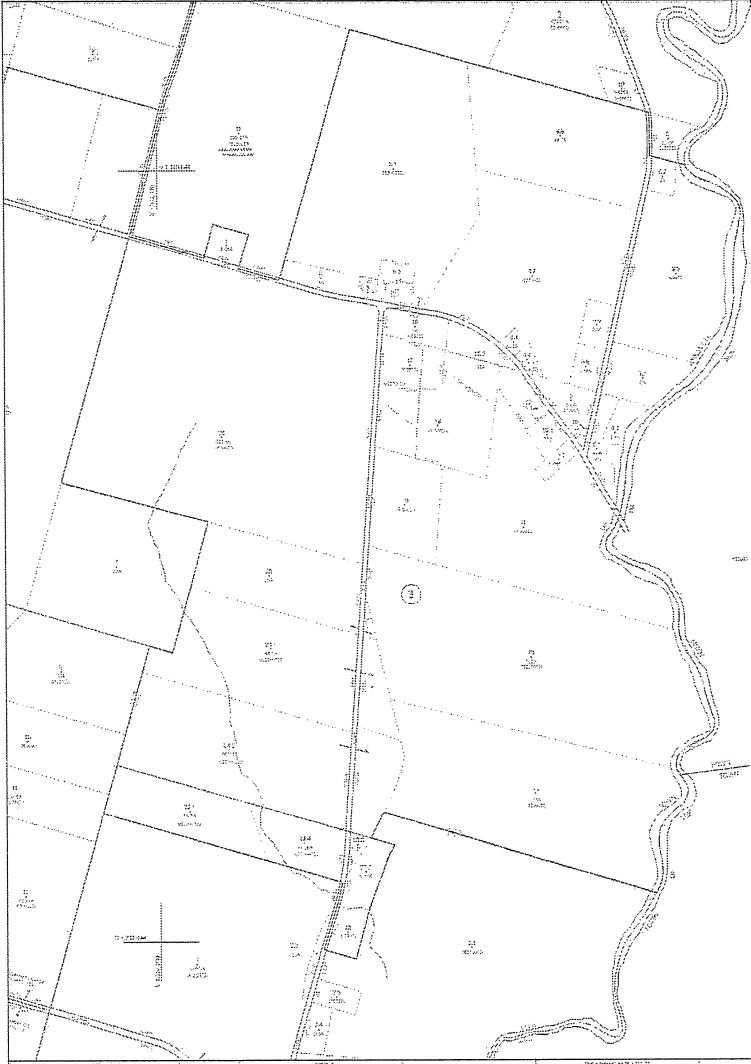


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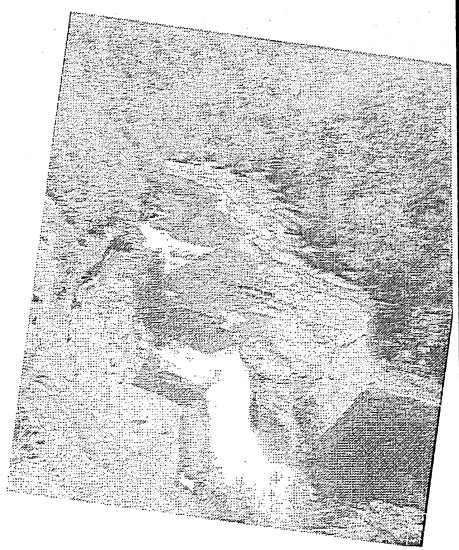
1. Firm Profile



| | <p>NOTES</p> <p>1. This map was prepared by LiRo GIS, Inc. for the purpose of showing the location of the proposed project. It is not intended to be used for any other purpose.</p> | <p>REVISION TABLE</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/15/10</td> <td>Initial Issue</td> </tr> </tbody> </table> | NO. | DATE | DESCRIPTION | 1 | 10/15/10 | Initial Issue | <p>SPECIAL DISTRICTS</p> <table border="1"> <thead> <tr> <th>DISTRICT</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>...</td> </tr> </tbody> </table> | DISTRICT | DESCRIPTION | 1 | ... | <p>LEGEND</p> <table border="1"> <thead> <tr> <th>SYMBOL</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>...</td> <td>...</td> </tr> </tbody> </table> | SYMBOL | DESCRIPTION | ... | ... | <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>APPROVED</th> </tr> </thead> <tbody> <tr> <td>10/15/10</td> <td>...</td> <td>...</td> </tr> </tbody> </table> | DATE | BY | APPROVED | 10/15/10 | ... | ... |
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LiRo GIS, Inc.
A LiRo Group Company





FIRM PROFILE

LiRo GIS, Inc. (LiRo), a division of the LiRo Group, is one of the largest public sector-focused IT and GIS consulting firms in the region. LiRo has grown from a small construction management firm into a multidisciplinary organization with nearly 1,000 employees, including certified GIS professionals (GISP), licensed land surveyors, certified project managers (PMPs), IT professionals, business and systems analysts, application developers, GIS analysts, specialists and technicians, licensed professional engineers, registered architects and landscape architects, schedulers, estimators and inspectors.

The LiRo GIS practice began in 1982 and serves public and private clients throughout the nation. LiRo has been developing GIS databases, deploying desktop and web based GIS applications and performing GPS based field data collection for over 30 years. These applications have served the land records community, the public works and asset management work force, and public safety agencies across the nation.

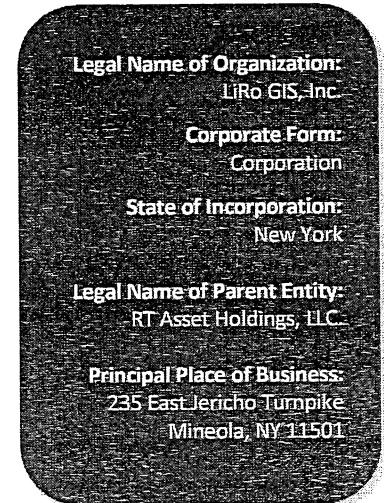
This significant work effort has helped us develop the most experienced and talented tax mapping team in the Northeast and we are growing as the marketplace changes. LiRo is responsible for the development of over two million tax parcels in the State of New York. We now provide a mix of traditional services including:

- Land records research
- Tax map maintenance (using Esri, AutoCAD or Microstation)
- Tax map generation (paper, mylar, PDF, PDF/A, TIFF)
- Onsite updating of hardcopy tax map books

Our talented team now tackles a wide range of other tax map-related services including:

- Converting existing digital tax mapping to Esri's parcel fabric
- Training county or municipal tax mapper professionals to maintain their own digital tax maps
- Providing as-needed technical mentoring and support
- Re-engineering tax map maintenance workflows to save time and improve data quality
- Developing custom tax map maintenance solutions for government staff to use
- Creating interactive Web map-based GIS applications for intranet and public use
- Supporting grievance management and revaluations with GIS analysis

With offices in Rochester, Buffalo, New York City, Long Island, Boston, New Jersey, Pennsylvania, and Connecticut, LiRo has become one most respected GIS consulting firms in the Northeast, enjoying a solid reputation among our clients, vendors, consultants and financial communities. Repeat business from an extensive list of public agencies and local municipalities with a steady need for our services accounts for 95% of our sales.





Tax Parcel Migration and Backlog Maintenance
Oneida County Department of Planning
Oneida County, NY

LiRo team members deliver quality GIS solutions to our clients. Over time, we have become one of the leading spatial information technology consulting firms in the Northeast U.S. LiRo's services encompass full lifecycle consulting and management, ranging from needs assessment, requirements definition and system design through acquisition assistance, implementation, training and ongoing support.



KEY STAFF RESUMES

The LiRo team has been carefully assembled and organized to provide a high quality work product to Oneida County. Our entire team has extensive experience working with the County's GIS and has the required thorough, in-depth knowledge to hit the ground running, with no ramp up time required.

Richard Annitto, Principal-in-Charge, heads LiRo's GIS and Survey Division. With a wide range of competencies in geospatial information and location services, as well as advanced technology solutions and architecture, he has an exceptional ability to accurately translate client requirements into functioning solutions. He has been a leader in the GIS community in the NY metropolitan area for more than three decades and is a certified Geographic Information System professional. Throughout his 36-year career, he has played a major role in significant public and private GIS projects, and developed LiRo's GIS practice in the areas of public safety, land records, survey/GIS integration, and asset management.

Leland Bailey, Project Manager, has 49 years of experience in GIS design, data development, and implementation. Since 2002, he has served as the GIS Group Team Leader, directing a staff of 20 professionals. Mr. Bailey has management responsibility for all services related to GIS design, data development and implementation, including the firm's Esri Solutions Group, and is intimately familiar with complex, large-scale GIS implementations (use of spatial database products, internet map servers, desktop GIS spatial analysis, mapping, editing, and Relational Database Security models). In addition to his comprehensive Esri skills, Mr. Bailey is fluent in the AutoDesk software suite, including AutoCAD 2012.

Jeremy Manor, GIS Technician, has eight years of experience in GIS and has experience with ArcGIS, ArcGIS Online, Google Maps, Google Earth, Adobe, TIGER and CAD. Mr. Manor served on the project team for the Oneida County Tax Mapping, where he converted CAD data to GIS for each municipality; and created and edited parcels, tax sections, tax blocks, special districts, and the legends for the tax maps. He is a recent graduate of the University of Connecticut. His technical skills include ArcGIS, ArcGIS Online, Google Maps and Google Earth, TIGER and Microsoft Office Suite.

Key Staff Resumes are provided on the following pages.



Richard Annitto, GISP

Principal-in-Charge

Education

B.A., Geography, University of Connecticut

M.S., Geographic Information System, University of Connecticut

Certifications

Certified Geographic Information Systems Professional

PROFESSIONAL PROFILE

Mr. Annitto has a wide range of competencies in Information Technology solutions and architecture, giving him an exceptional ability to accurately translate client requirements into functioning solutions. Although his formal training is in Geographic Information Systems, he is equally capable in the analysis, design, and implementation of many state-of-the-art information technology solutions. His project experience includes geographic information systems, data warehousing, web based applications, local and wide area networks, and legacy system conversions.

EXPERIENCE

Oneida County Department of Finance, Tax Map Migration and 2019-2021 Tax Map Maintenance, NY, Principal - LiRo staff helped to migrate the County's 105,000 parcels from AutoCAD format to Esri Geodatabase and provided the required linkage to the State of New York's RP-5217 Real Property Transfer Report/Sales Reporting data for applicable parcels. In Oneida County, the Department of Finance was responsible for the maintenance of tax map while the local jurisdictions were responsible for assessment. The migration required the development of an Esri Data Model and a mapping of AutoCAD data types and geometry to Esri Geodatabase geometry and domains. The data for 26 Towns, 3 cities, and 18 villages separate villages (and AutoCAD drawings) was migrated into a single, comprehensive parcel database for the entire County. Editing occurs in a Working File Geodatabase, structured by Town and edits are posted to the main Geodatabase. LiRo currently maintains the County's digital tax maps in Esri Geodatabase and provides regular updates and a revised Esri Geodatabase. The County transmits documents (i.e. NYS RPS 5217 and deeds) that support the work to be completed.

Oneida County Department of Finance – Mr. Annitto is the account manager for the County's tax map migration and maintenance projects. He oversees the projects and communicates with the County's Real Property Director.

Rockland County Department of Planning, Annual Maintenance of Digital Tax Maps, NY, Principal - LiRo is providing professional services for digital tax mapping maintenance for the County of Rockland Department of Planning. Tasks include maintaining the existing digital tax map vector information, maintaining an existing digital tax map database and generating thousands of tax maps. The County uses ESRI ArcGIS 10.5. The current digital tax map data exists as a county-wide layer in an ESRI Enterprise Geodatabase format.

New York City Department of Finance Replacement, Next Generation Digital Tax Map System, Principal/Project Manager, NY - LiRo is working with DOF to replace their current Digital Tax Map (DTM) system with an enhanced DTM that meets the requirements of DOF and creates a blueprint for the future vision of DOF. LiRo is providing a carefully crafted, integrated set of services, cloud computing, Infrastructure as a Service (IaaS), next generation GIS desktop software and data model enhancements. In addition, it includes integration with state-of-the-art Building Information Model (BIM) technology, which will have immediate and long-term benefits for DOF.

Nassau Community College, Campus Utility Mapping & Document Archiving Services, Principal-in-Charge – LiRo GIS is working with the College's Department of Design and Construction to create an accurate GIS model of the core utility networks on the campus (electric, stormwater, gas, sanitary sewer, telecom, potable water, and hot/cold water system). The project has two major phases: 1) Create a record plan version of the utility networks based upon existing scanned plans, 2) Based upon the record plan GIS model, identify areas where utilities are missing or incomplete and perform utility mark outs and subsurface investigation. As part of the project, new aerial imagery was developed, and the Campus Basemap was updated. In addition, LiRo will scan and index over 10,000 record plans stored in College archives.

Suffolk County Real Property Tax Service Agency – Mr. Annitto is the account manager that supports the County's tax map maintenance program and its Internet based platform for public and subscription based services. The system maintains more than 450,000 tax lots in Suffolk County and is a major source of County revenue in terms of verification and economic



Richard Annitto, GISP

Principal-in-Charge

development.

Town of Brookhaven, Tax System Migration – Mr. Annitto is the project manager for the Town's effort to migrate its "tax system" from a mainframe-based system to a web-based system. This project involved modules for relevy, banks, tax bill printing and an advanced grid-based query system to eliminate the needs for custom reporting and custom program development.

State of Maine, Department of Defense, Veterans and Emergency Management, CAD Floor Plan Conversion/Integration, ME, Principal-in-Charge - LiRo was awarded a contract to migrate hundreds of AutoCAD floorplans associated with Maine Army National Guard (MEARNG) facilities to Esri Geodatabase format. This being done in preparation for maintaining the data using Esri's ArcGIS for AutoCAD component, which provides interoperability between ArcGIS and AutoCAD. This allows the MEARNG to more easily share and make use of a wealth of geospatial data. The AutoCAD drawings encompass both building floorplans and interior details as well as infrastructure data.

AT&T, ArcGIS Online Webmap Development and Franchise Maintenance, NY, Principal - LiRo provided AT&T with a comprehensive Esri ArcGIS Online WebMap, to visualize and analysis where AT&T owned fiber optic cables are present on New York City streets. The data is accurately mapped and supports the AT&T NYC OTI franchise agreement. To create an ArcGIS Online WebMap that mirrored AT&T's GMO/GeoLink database, LiRo identified centerline street measurements where AT&T owned fiber optic cable assets are present along the highway right-of-way of New York City DOT streets in all five boroughs. The ArcGIS Online WebMap distinguishes between aerial and underground and is accompanied by measurement data with street names and measurements. Access to the ArcGIS Online WebMap is restricted and not open to the public.

MTA - Metro North Railroad, Metro-North/GIS Railroad Property Management - MTA maintains a comprehensive real estate system called Yardi. This system records all leases and facilities that encroach upon MNR right of way. LiRo was hired to create geospatial locations for the MNR right of way records, property easements, and pole-pipe-wire (PPW) agreements. The work task involves extensive research, geo-referencing railroad valuation maps from the early 1900s, and mapping along the MNR lines in New York State (Hudson, Harlem, New Haven, Port Jervis, and Beacon). Thousands of Yardi records are being mapped using ArcGIS Desktop. The data is visualized using ArcGIS for Server and a custom web map application that links to other MNR operational systems. LiRo mapped what are called pole, pipe and wire (PPW) locations. A PPW is any location where a third-party, ConEd or Verizon, has utility infrastructure that crosses MNR property. LiRo created 477 line features that each represent a separate PPW location.

New York City Department of Finance, Account Manager – Mr. Annitto was the account manager on the system integration project to Digitize Surveyor Tax Maps. Mr. Annitto has been working on the Tax Map Conversion Specification, Data Model, long term Esri maintenance issues, client liaison, and prime contract coordination. This work was being done as part of a subcontract to BearingPoint.

United States Army Reserve 77th Regional Readiness Command (RRC), Project Manager – Mr. Annitto was the Project Manager for the implementation of an Enterprise GIS for the 77th RRC. This implementation was compliant with the Federal Spatial Data Standard and conformed to the October 2001 memorandum issued by the Assistant Chief of Staff Installation Management. The GIS encompassed the 77th's facilities in New York and New Jersey and contained both natural resource and facilities management data layers. Also included were multiple raster data sets contained from commercial or government sources. The dataset also integrated CAD site plans. The 77th's GIS was based upon Esri's ARcSDE Geodatabase model. Applications were deployed using web-based mapping (Esri's ArcIMS product) and desktop GIS (Esri's ArcGIS product).



Leland Bailey

Project Manager

Education

A.A.S., Construction Technology,
SUNY - Farmingdale

PROFESSIONAL PROFILE

Mr. Bailey has 44 years of experience in GIS design, data development, and implementation. Since 2002, he has served as the GIS Group Team Leader, directing a staff of 20 professionals. Mr. Bailey has management responsibility for all services related to GIS design, data development and implementation, including the firm's Esri Solutions Group, and is intimately familiar with complex, large-scale GIS implementations (use of spatial database products, internet map servers, desktop GIS spatial analysis, mapping, editing, and Relational Database Security models). In addition to his comprehensive Esri skills, Mr. Bailey is fluent in the AutoDesk software suite, including AutoCAD. His technical skills include:

- Development - SQL, XML, ModelBuilder
- GIS Environment - ArcGIS Suite (ArcGIS Pro, ArcView, ArcEditor, ArcInfo,) 8.x, 9.x, 10.x; ArcIMS 4.x, 9.x, 10.x; ArcSDE 8.x, 9.x, 10.x; ArcGIS for Server 10.x; AutoCAD Map 3D 2012; MapInfo Professional, SmallWorld
- RDBMS - Oracle 12c, 11g, 10g, 9i, 8i. Clustered technology using RAC and FailSafe. Includes InterMedia; SQL Server 2000, 2003, 2008, Express, including MSCS; Microsoft Access
- Hosting Environments - Oracle 9iAS; Planet 6.x; IIS (multiple versions, including load balancing); Apache/Tomcat (multiple versions)
- Operating Systems - Windows 2012 Server Family, 2012 Server Family, Windows 7, Windows 10; Sun Solaris 8,10; Hp/Ux 11.X; Redhat Linux; Android; iOS 6
- Structured Analysis/Design - Microsoft Visio, SQL Developer, Oracle Enterprise Manager Console
- Office Automation - Microsoft Office Suite, including Project.

EXPERIENCE

Oneida County Department of Finance, Tax Map Migration and 2019-2021 Tax Map Maintenance, NY - LiRo staff helped to migrate the County's 105,000 parcels from AutoCAD format to Esri Geodatabase and provided the required linkage to the State of New York's RP-5217 Real Property Transfer Report/Sales Reporting data for applicable parcels. In Oneida County, the Department of Finance is responsible for the maintenance of tax map while the local jurisdictions are responsible for assessment. The migration required the development of an Esri Data Model and a mapping of AutoCAD data types and geometry to Esri Geodatabase geometry and domains. The data for 26 Towns, 3 cities, and 18 villages separate villages (and AutoCAD drawings) was migrated into a single, comprehensive parcel database for the entire County. Editing occurs in a Working File Geodatabase, structured by Town and edits are posted to the main Geodatabase. LiRo currently maintains the County's digital tax maps in Esri Geodatabase and provides regular updates and a revised Esri Geodatabase. The County transmits documents (i.e. NYS RPS 5217 and deeds) that support the work to be completed.

Oneida County Tax Map Migration to Esri Format – Mr. Bailey supervised the migration of the County's tax maps from AutoCAD to Esri Geodatabase format. Mr. Bailey created the conversion script to transform the AutoCAD data and was responsible for the creation of the County's tax maps using Esri's Data Driven Pages.

New York City Department of Finance, Digitization of Tax Maps, GIS Analyst – Mr. Bailey was part of the Team working on the system integration project to digitize surveyor tax maps. Mr. Bailey worked on the Tax Map Conversion Specification, Data Model and long-term Esri maintenance issues. This work was done as part of a subcontract to BearingPoint.

Cortland County, 2014 Tax Map Conversion – This project converted approximately 22,500



Leland Bailey

Project Manager

AutoCAD 3-D 2008 tax parcels into ArcGIS 10.2x format. The County is comprised of the following jurisdictions: 15 towns; four villages; one city. Mr. Bailey created a Parcel Fabric for storage, maintenance and editing of parcels and performed QA of converted data using topology validation tools. He also developed data driven pages templates, custom MXD files for creating final Tax Maps (full-size and half-scale). The tax parcels linked to external Microsoft Access database, and he provided training in ArcGIS and tax map maintenance as well as technical support of tax maintenance.

Orange County, 2013 Tax Map Update - This project focused on implementing a successful workflow to enhance the performance to update the County's digital tax map data in AutoCAD and ArcSDE.

Suffolk County, Real Property Tax Conversion – Mr. Bailey provided support and assistance in the migration of the County's Oracle 10g ArcSDE Tax Map installation to a new Oracle 11g server environment.

Nassau County Department of Assessment, GIS Analyst – Mr. Bailey is part of the Team that provides a complete program of contract oversight and quality control of the tax mapping compilation contractor. Work items include:

- Using Oracle InterMedia and Java, designed a storage methodology for more than 1 million property photographs and PDF documents.
- Needs and workflow analysis
- Software design and implementation
- Conduct group and individual training seminars for custom software
- Deploy and maintain version control system for digital tax mapping
- Integrating digitized AutoCAD drawings into ArcSDE
- Oracle support and of the Department's internet-based Land Records Viewer

Nassau County, Department of Assessment, Tax Map and System Support, GIS Analyst – Mr. Bailey provided tax map maintenance support through a combination of on-site and off-site support activities which included:

- Maintenance of the Oracle lot centroid and tax map DWF table, which supports the County's Land Record Assessment Viewer
- PVCS user support for the check-in and check-out of AutoCAD tax maps
- ArcMap user support to maintain Lots and Parcels in the County-wide GIS
- AutoCAD user support to edit and maintain the County's Tax Map drawings

Suffolk County RPTSA Migration to Parcel Fabric - Mr. Bailey performed a requirements matrix and fit gap analysis, developed strategy for running parallel with maintenance, data migration plan, production implementation plan, quality assurance and quality control procedure plan, defect/error/issue management plan and provided training and documentation for parcel maintenance, tax map book production, tax map products and administration.

City of Yonkers Migration to Parcel Fabric – Mr. Bailey gathered all existing and relevant data and map templates and defined target Parcel Fabric data model and conversion specifications. He migrated existing Esri geodatabase data to the Esri LGIM, Parcel Fabric data standard and converted map templates to use Esri's Data Driven Pages to generate the Esri map templates. Mr. Bailey performed an internal quality control review of the converted data and map templates and fix any deficiencies found and created a Parcelkey link to the Real Property System database. Lastly, Mr. Bailey provided the following areas of training and documentation: Parcel Maintenance; Tax Map Products; and Administration.



Jeremy Manor

GIS Technician

Education

B.A., Geography, University of Connecticut

B.A., Sociology, University of Connecticut

Certifications

OSHA 10 Certified

PROFESSIONAL PROFILE

Mr. Manor has eight years of experience in GIS and is experienced with ArcGIS, ArcGIS Online, Google Maps, Google Earth, Adobe, TIGER and CAD. His technical skills include GIS Environment (ArcGIS, ArcGIS Online, Google Maps and Google Earth, TIGER) and Office Automation (Microsoft Office Suite).

EXPERIENCE

Oneida County Tax Map Maintenance, NY, GIS Analyst – Mr. Manor performed the migration and quality assurance work from the County's AutoCAD format into Esri's File Geodatabase format. Mr. Manor converted CAD data to GIS for each municipality as well as creating and editing parcels, tax sections, tax blocks, special districts, and the legends for the tax maps. Mr. Manor currently maintains the County's tax maps on an as needed basis.

Rockland County Department of Planning, Annual Maintenance of Digital Tax Maps, NY, GIS Technician - LiRo is providing professional services for digital tax mapping maintenance for the County of Rockland Department of Planning. Tasks include maintaining the existing digital tax map vector information, maintaining an existing digital tax map database and generating thousands of tax maps. The County uses ESRI ArcGIS 10.5. The current digital tax map data exists as a county-wide layer in an ESRI Enterprise Geodatabase format.

Suffolk County Tax Map Migration to Parcel Fabric, NY, GIS Analyst – Mr. Manor was the lead tax map technician on the migration of parcel data into Esri's Parcel Fabric Data Model.

Town of Yorktown Tax Mapping, NY, GIS Analyst – Mr. Manor is providing tax map updates to the Town of Yorktown by editing tax map data in GIS.

Town of Lewisboro, Tax Mapping, NY, GIS Analyst – Mr. Manor is providing tax map updates to the Town of Lewisboro by editing tax map data in GIS.

Town of Mount Pleasant Tax Mapping, NY, GIS Analyst – Mr. Manor is providing tax map updates to the Town of Mt. Pleasant by editing tax map data in GIS and CAD.

City of Yonkers Department of Assessment, Tax Map Update, Yonkers, NY, GIS Analyst - Mr. Manor recorded a list in Excel of parcel keys for the tax parcels in Yonkers. He also helped create a tax map book and edited the labels and tax parcel information in ArcMap.

Town of Oyster Bay DPW, Highway Improvements, Intervale Avenue, Farmingdale, NY, GIS Analyst - LiRo was retained to prepare a report assessing the current deteriorated roads of the area, comparing alternatives for repair, and recommending the most effective method. Recommendations included ADA compliant pedestrian ramps, upgraded drainage system, mixed in place asphalt, monolithic curb and gutter and new driveway aprons. The services provided by LiRo also included a survey of the project area. The ground survey work established baselines that serve as the network to provide data of topographic conditions and utility positions for use in design applications. The supplemental survey work to investigate sanitary sewer and storm water drainage determined pipe inverts elevations and structure capacities. (\$8 million)

New York City Department of Design and Construction, Time Square Reconstruction, New York, NY, GIS Analyst - The scope of this project involved road reconstruction in Manhattan of Broadway and Seventh Avenue from 42nd Street to 47th Street. The Broadway portion of the project involved the construction of a pedestrian mall using concrete pavers on a bonded mortar base and large granite benches. In addition, the project included water main, sewer, catch-basins and the installation of a subgrade special event electrical power and control system. The entire project was over private building vaults, New York City Transit Subway lines, and



Jeremy Manor

GIS Technician

underground pedestrian walkways. This project required the completion of a substantial portion of the project in time for the New Year's Eve celebration at the end of 2013. This involved the resolution of design issues with the paver system, maintaining 24-hour access to businesses, coordination of daily broadcasts of "Good Morning America," special events and movie shoots, accommodation of building renovations, and ensuring the safety of more than 100,000 visitors per day. Work proceeded on a seven-day double shift schedule, with twice weekly comprehensive detailed project meetings with CPM schedules updated and maintained by LiRo. Meeting attendees included the DDC, NYPD, NYCDOT, NYSDOT, and Times Square Alliance, building owners, MTA, Con Edison and Verizon. (\$55.2 million)

New York City Department of Design and Construction, Reconstruction of Grand Concourse, Phase 3 - LiRo provided resident/construction engineering and inspection services for the Reconstruction of Grand Concourse Service Roads Phase 3. The scope of work involved reconstruction of Grand Concourse service roads, resurfacing of the main roadway and widening of medians from East 171st Street to East 175th Street, including sewer, water main, street lighting, and traffic signal work and all other work incidental thereto, in the Bronx; Maintenance and Protection of Traffic; installation of new watermain and sewer, catch basins and manholes, utilities relocation; installation of new pavement markings and permanent roadway and regulatory signs; removal and installation of new street-lighting; and preparation of daily reports. (\$23 million)

New York City Department of Design and Construction, Perimeter Security

The PEDLOC project was initiated in the spring of 2018 with the goal of installing security bollards at St. Patrick's Cathedral, Empire State Building, and Rockefeller Center. LiRo was both the Project Manager and Resident Engineer for the project. Its scope included working with stakeholders at all three sites to determine a bollard layout based on both security needs, ADA compliance, and site constructability issues. In addition to the adjacent building owners, LiRo has coordinated with the NYC Mayor's Office, NYPD Counterterrorism, NYC DOT, NYC Parks, and MTA Bus. (\$11 million)

New York City Department of Design and Construction, Reconstruction of Leonard Street, Brooklyn, NY - LiRo provided resident engineering inspection services for the replacement of trunk and distribution water mains in Leonard Street between Driggs Avenue and Maujer Street and chamber roof slab replacement and support column rehabilitation at the intersection of Flatbush Avenue and Lafayette Avenue, including sewer, water main, street lighting and traffic signal work in Brooklyn. LiRo provided all services necessary and required for the inspection, supervision, management, coordination and administration of the project, so the required construction work is properly executed, completed in a timely fashion and conforms to the requirements of the construction documents and to good construction practice. (\$34 million)

City of Bridgeport, GIS Sewer System Development, Bridgeport, CT, GIS Analyst - Working with the City Engineer and the WPCA (Water Pollution Control Authority), LiRo is providing GIS data creation and editing services in the development of a sanitary sewer, combined sewer, and storm sewer GIS layer. The key component is to differentiate the three systems and to trace each network to either an outfall or the City's wastewater treatment plant. The deliverable is an Esri Stormwater and Sewer Utility network. Scanned and georeferenced record plans are used to verify the system and to add assets and infrastructure.

Town of North Hempstead Sanitary Sewer Mapping, NY, GIS Analyst - Mr. Manor borrowed several sets of plans from the town and digitized the drainage structures and pipes throughout North Hempstead. In addition, he went into the field and did data collection.



SIMILAR PROJECT EXPERIENCES

LiRo GIS, Inc. (LiRo) has significant experience in tax mapping and the creation of land records and parcel viewers. LiRo has been involved in the creation of over 2 million tax lots in the State of New York. Additionally, we have extensive experience in the creation and maintenance of cadastral data using Esri's Parcel Fabric Data Model and Parcel Fabric Toolbar.

Examples of our work are illustrated on the following pages.

Digital Tax Mapping Maintenance

Client

County of Rockland Department of
Planning and Public Transportation
50 Sanatorium Road, Bldg T
Pomona, NY 10970

Reference

Douglas J. Schuetz, Acting
Commissioner of Planning and
Public Transportation
845-364-3421

schuetzd@co.rockland.ny.us

Completion Date

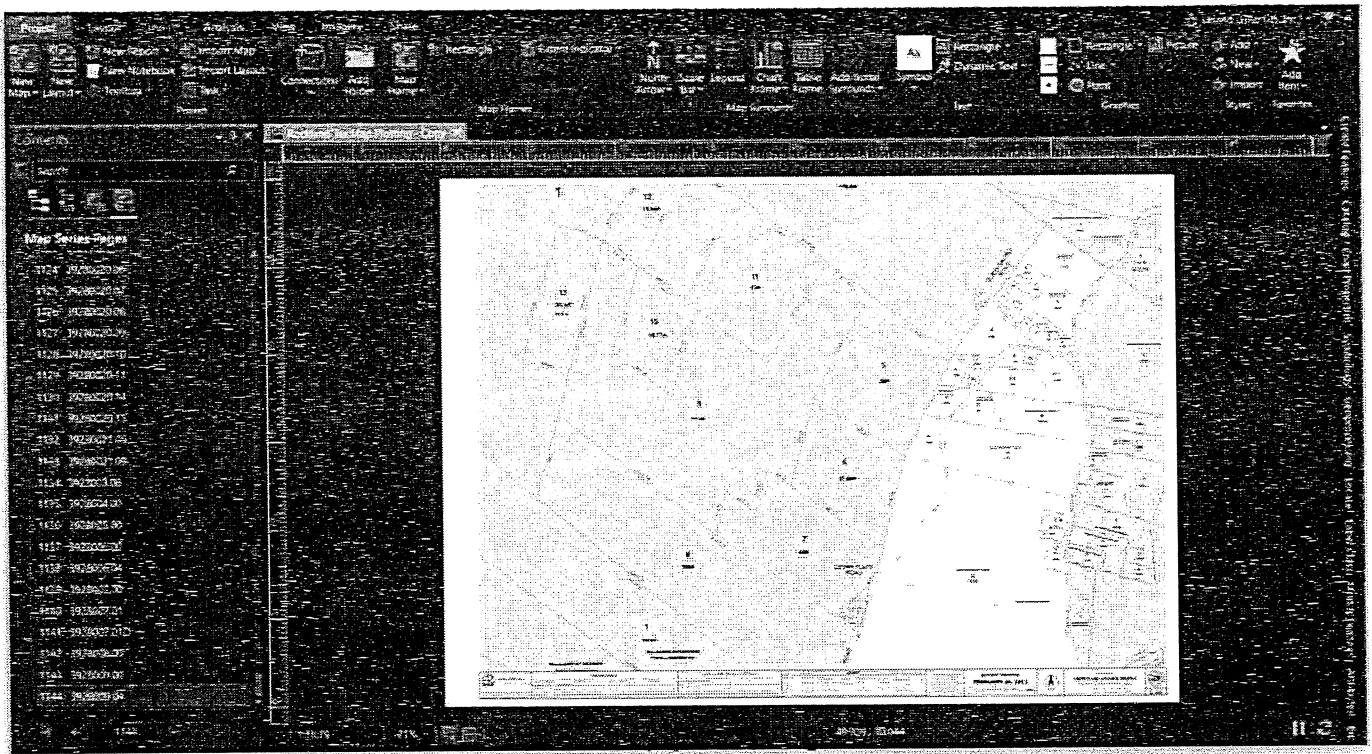
2019 – current (Ongoing
Maintenance)

PROJECT PROFILE

Since 2019, LiRo has been providing digital tax map maintenance for the County of Rockland Department of Planning. Tasks include maintaining the existing digital tax map vector information, maintaining an existing digital tax map database, and generating thousands of tax maps. The current digital tax map data exists as a County-wide layer in an ESRI Enterprise Geodatabase format.

Key features include:

- Cadastral Mapping
- Map generation via ArcGIS Pro Map Series
- Enterprise Geodatabase and Editing
- Out of the Box Esri COTS Solution
- Daily interaction with the Rockland County Clerk's site
- Automation via Esri Geoprocessing Toolbox



Town of Mount Pleasant - Tax Map Maintenance

Client

Town of Mount Pleasant
1 Town Hall Plaza
Valhalla, NY 10595

Reference

James Timmings, Assessor
(914) 742-2345
itimmings@mtpleasantny.com

Completion Date

Ongoing

PROJECT PROFILE

LiRo is providing maintenance of the Town's Digital Tax Map, which is maintained using AutoCAD. On an as-needed basis, LiRo re-plots the Tax Map and exports the CAD data to an Esri-compatible format for use by Town staff who have Esri's ArcGIS Desktop software (e.g. in the Engineering Department).

In 2014 LiRo staff proactively offered to generate the hardcopy Tax Maps in color instead of the traditional black and white. Several rounds of sample maps were generated and all of the Town's requested changes were incorporated into the final plot configuration. Now all hardcopy maps are generated only in color – a sample of the map content appears below.

LiRo also provides as needed technical support for the staff of the Assessor's Office.



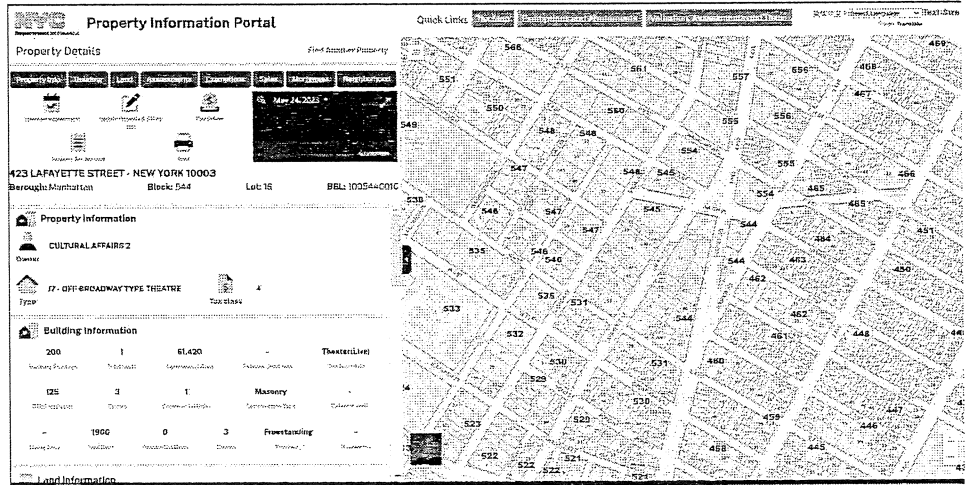
NYC Next Generation Digital Tax Map System

CONTRACT #: CT18362022803410

Client
 NYC Department of Finance
 1 Centre Street
 10th Floor, Room 1040
 New York, NY 10007

Reference
 Carmela Quintos, Asst.
 Commissioner, Property Valuation
 & Mapping
 212-291-4876 (desk)
 917-509-2331 (cell)
quintos@finance.nyc.gov

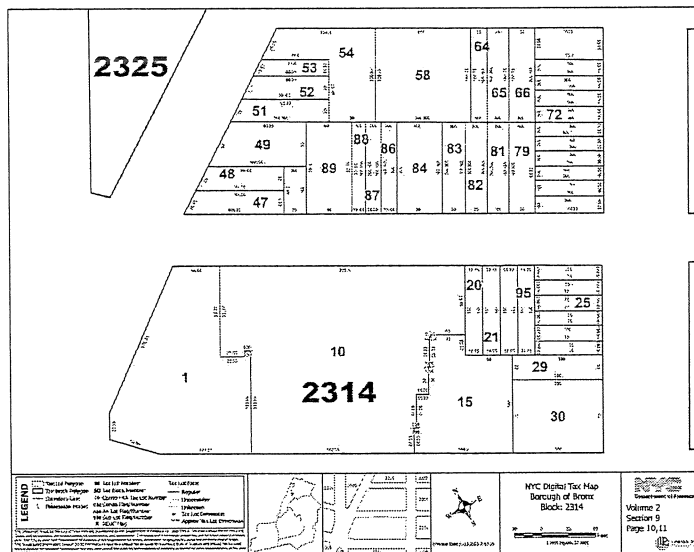
Contract Dates
 2022-2026 (Ongoing)



PROJECT PROFILE

LiRo is working with the NYC Department of Finance to replace their current Digital Tax Map (DTM) system with an enhanced DTM that meets the requirements of DOF and creates a blueprint for the future vision of DOF. LiRo provides a carefully crafted, integrated set of services, cloud computing, Infrastructure as a Service (IaaS), next generation GIS desktop software and data model enhancements. In addition, it includes integration with state-of-the-art Building Information Model (BIM) technology, which will have immediate and long-term benefits for DOF.

The DTM system is comprised of a series of desktop GIS editing “wizards”, which are used by the City tax mappers to perform their work using a step-by-step process, and a public facing presence – “Property Information Portal”, a custom Javascript app which allows the public to view current tax maps, millions of assessment records, Cyclomedia imagery, 3D tax loss, and historical tax maps. The enhanced DTM will engage architects and planners in a way that was previously not possible and will provide DOF staff with digital tools to enhance productivity and participation. The enhanced DTM will provide the foundation and tools for the next generation of Assessment applications and public engagement.





PROJECT APPROACH

PROJECT UNDERSTANDING AND LIRO'S WORK WITH ONEIDA COUNTY

As stated in the RFP, the scope of this RFP is to migrate all of the current ESRI ArcMap Map Documents (*.mxd) to ArcGIS Pro projects (*.aprx). During the migration, the vendor must also update all tax parcels with changes that are needed from splits or merges. In recent times, that equates to about 300 splits and 100 merges annually.

LiRo performed the original conversion of tax maps from AutoCAD to Esri format in 2016. Since that time, LiRo has worked to maintain the County's tax map (the current five-year contract expires on 12/31/2023). Because of this, LiRo does not require any time to ramp up work or resources or to learn the County's process. The same people who have worked on the project since 2016 will work on the next phase of the project.

TECHNICAL APPROACH

Oneida County Tax Map Data Model

The Oneida County parcel data is stored in a series of Esri File Geodatabases (one for each Town and two for the Cities (the City of Sherrill is stored in the Town of Vernon Geodatabase)). The data model is the same for each, as illustrated in [Figure 1](#).

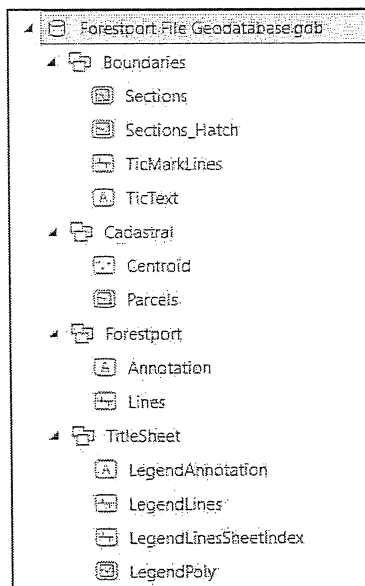


Figure 1 - Standard Oneida County Geodatabase Data Model



There are eleven (11) Esri domains that are used to perform quality control at time of data entry (see [Figure 2](#)).

| Domain Name | Description | Field Type | Domain Type | Split Policy | Merge Policy | Code | Description |
|-----------------------|---|------------|--------------------|--------------|--------------|------|---------------------|
| AnnotationStatus | Valid annotation state values. | Short | Coded Value Domain | Duplicate | Default | 1 | BLOCK |
| BooleanDomain | A 0/1 boolean domain | Short | Coded Value Domain | Duplicate | Default | 2 | COUNTY |
| BooleanSymbolValue | Valid values are Yes and No. | Short | Coded Value Domain | Duplicate | Default | 3 | Continuous |
| EnabledDomain | Geometric Network Enabled domain | Short | Coded Value Domain | Default | Default | 4 | FIRE |
| HorizontalAlignment | Valid horizontal symbol alignment values. | Short | Coded Value Domain | Duplicate | Default | 5 | HYDRO |
| LegendLines_Rep_Rules | Representation rules | Long | Coded Value Domain | Default | Default | 6 | LANDHOOK |
| Lines_Rep_Rules | Representation rules | Long | Coded Value Domain | Default | Default | 7 | MATCH |
| Safe_Information | Form 5217 - Line 15 Choices | Text | Coded Value Domain | Default | Default | 8 | PROPERTY |
| Subdivision_Questions | Form 5217 - Line 4 Choices | Text | Coded Value Domain | Default | Default | 9 | RAILROAD |
| ValueMethod | Rules for setting dynamic field values | Text | Coded Value Domain | Default | Default | 10 | RIGHT OF WAY |
| VerticalAlignment | Valid symbol vertical alignment values. | Short | Coded Value Domain | Duplicate | Default | 11 | SCHOOL |
| | | | | | | 12 | SEWER |
| | | | | | | 13 | SUBLOT |
| | | | | | | 14 | TOWN |
| | | | | | | 15 | VILLAGE |
| | | | | | | 16 | WATER |
| | | | | | | -1 | Free Representation |

Figure 2 - Standard Domains

LiRo proposes to continue with the current data model and domains for the next phase of the project.

Town ArcMap Map Documents (*.mxd)

There are twenty-eight (28) “main” Oneida County map documents currently maintained by LiRo:

- Twenty-six (26) for the Towns. Each Incorporated Village within the Town also has its own mxd. For example, in the Town of New Hartford, there is also an mxd for the Village of New Hartford. LiRo proposes a consolidation effort as part of the migration to ArcGIS Pro (more information in the following section).
- Two (2) for the cities (Utica and Rome)
- The City of Sherrill is stored in the Town of Vernon File Geodatabase and map document



Figure 3 is an example of a current ArcMap mxd (Town of Forestport), and the use of ArcMap's Data Driven Pages functionality.

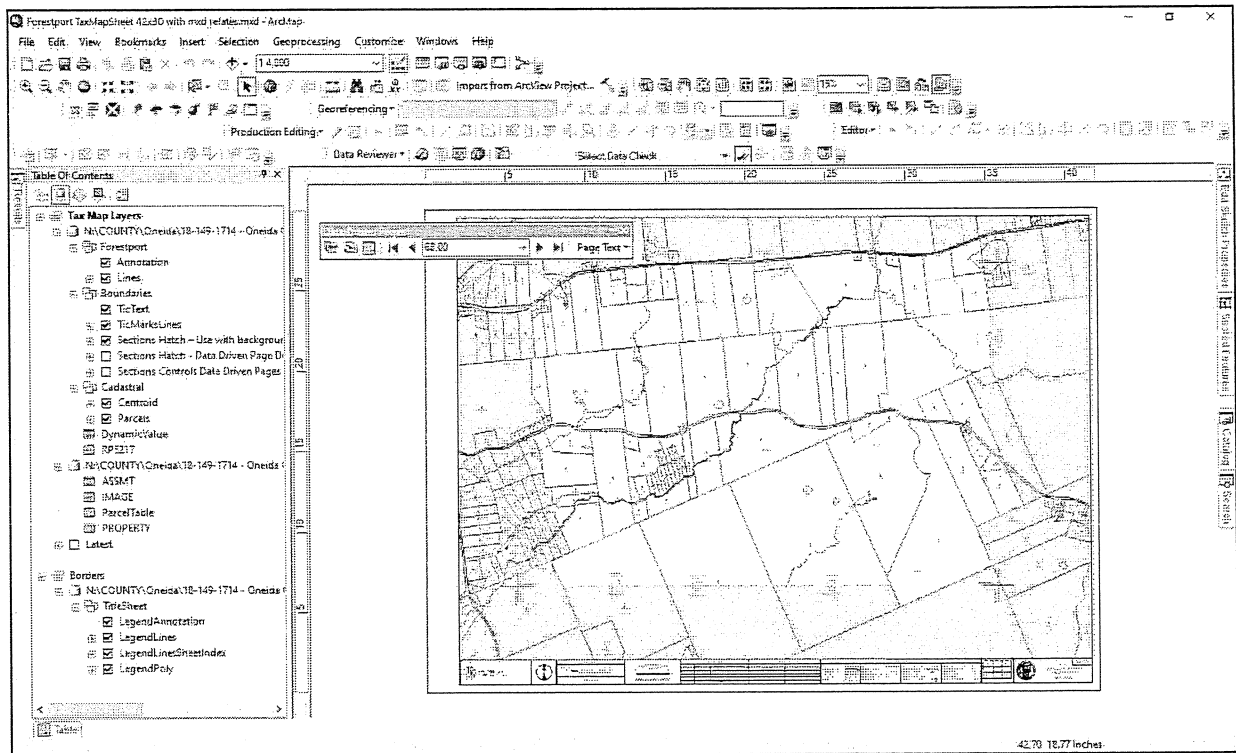


Figure 3 - Current ArcMap Map Document - Data Driven Pages

Convert Map Documents to ArcGIS Pro Projects (*.aprx) and Create Map Series

The current mxds will be converted into ArcGIS Pro projects. The Import Map function of ArcGIS Pro will be used to convert the initial mxds. Once imported, each project will undergo manual quality control to resolve any import issues (e.g. scale bar in wrong location). Figure 4 illustrates the import process and subsequent ArcGIS Pro Project for the Town of Forestport.

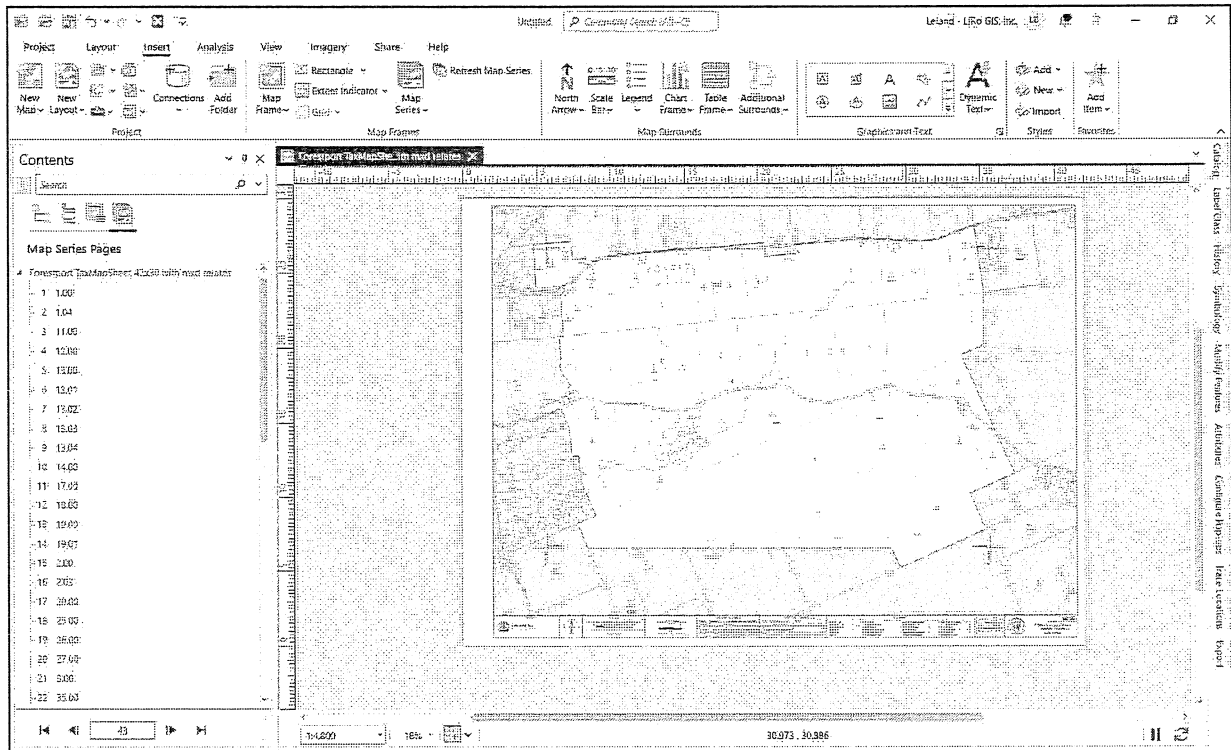


Figure 4 – Example Forestport Map Import

LiRo is proposing a consolidation of the ArcGIS Pro projects to streamline the editing and map publishing process. We are proposing to consolidate the Village projects into the Town projects. LiRo successfully uses this approach in Rockland County (see [Figure 5](#)). The correct map series and issues such as scale and legend will remain as is.

The new ArcGIS Pro project structure will re-create the existing 1,284 tax map sheets.



Tax Parcel Migration and Backlog Maintenance

Oneida County Department of Planning
Oneida County, NY

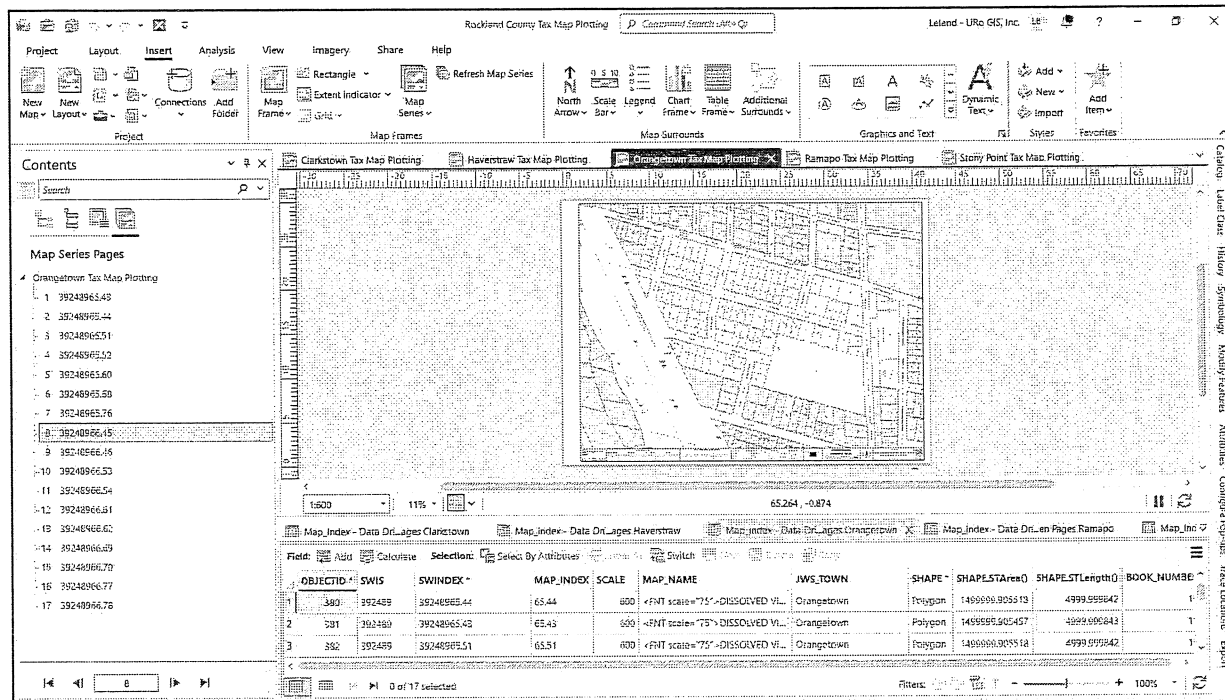


Figure 5 – Example ArcGIS Pro Consolidation – Rockland County

The Oneida County tax maps currently created by LiRo comply with all NYS regulations pertaining to the mapping specifics. All fonts and page sizes are as per NYS regulation. The ArcGIS Pro projects that LiRo will deliver will include the ability to print a standard tax map at regulation size. PDF output of the tax maps will also be available, and a PDF of each tax sheet shall be delivered upon completion.

Figure 6 is an example tax map.

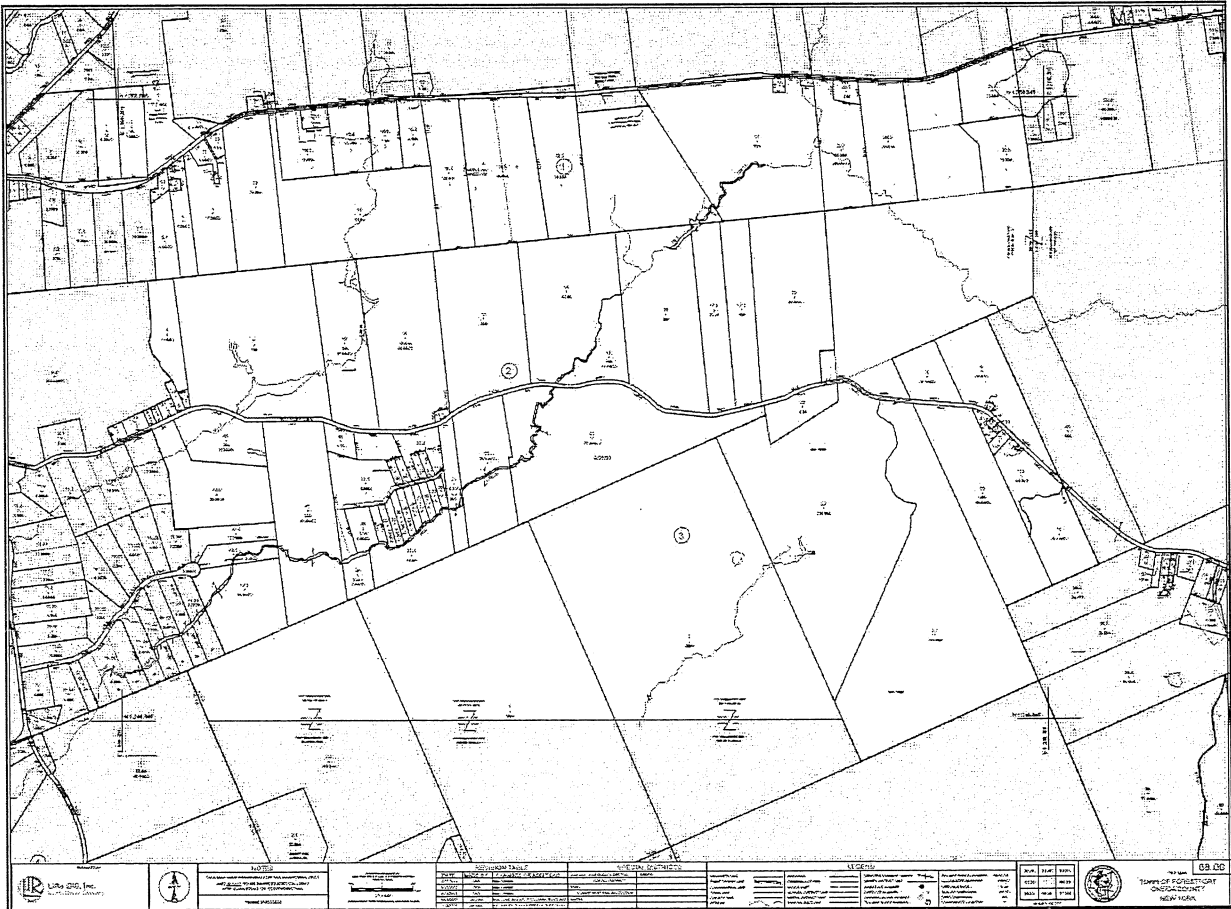


Figure 6 – Example Tax Map (Forestport Map 68.00)

Current Status and Maintenance Log(s)

The status of the County’s tax maps is shown in **Table 1**. Under LiRo’s current maintenance contract, the municipalities that have an Update Status of “1-May-2021” will be completed by 12/31/2023. This will allow for the backlog maintenance (2022/2023) to be undertaken as part of this RFP.

Table 1 – Oneida Tax Map Status, By Town and City

| MUNICIPALITY | 2019 | UPDATE STATUS |
|--------------|-----------|---------------|
| Annsville | Completed | 1-Jan-2022 |
| Augusta | Completed | 1-Jan-2022 |
| Ava | Completed | 1-Jan-2022 |
| Boonville | Completed | 1-Jan-2022 |
| Bridgewater | Completed | 1-Jan-2022 |
| Camden | Completed | 1-Jan-2022 |



| MUNICIPALITY | 2019 | UPDATE STATUS |
|--------------|-----------|---------------|
| Deerfield | Completed | 1-Jan-2022 |
| Florence | Completed | 1-Jan-2022 |
| Floyd | Completed | 1-Jan-2022 |
| Forestport | Completed | 1-Jan-2022 |
| Kirkland | Completed | 1-Jan-2022 |
| Lee | Completed | 1-Jan-2022 |
| Marcy | Completed | 1-May-2021 |
| Marshall | Completed | 1-May-2021 |
| New Hartford | Completed | 1-May-2021 |
| Paris | Completed | 1-May-2021 |
| Remsen | Completed | 1-May-2021 |
| Rome | Completed | 1-May-2021 |
| Sangerfield | Completed | 1-May-2021 |
| Steuben | Completed | 1-May-2021 |
| Trenton | Completed | 1-May-2021 |
| Utica | Completed | 1-May-2021 |
| Vernon | Completed | 1-May-2021 |
| Verona | Completed | 1-May-2021 |
| Vienna | Completed | 1-May-2021 |
| Western | Completed | 1-May-2021 |
| Westmoreland | Completed | 1-May-2021 |
| Whitestown | Completed | 1-May-2021 |

As part of LiRo’s current maintenance process, a detailed log of edits is maintained for each Town in Microsoft Excel format. Each spreadsheet catalogs the section number, the map scale, the description of the edit, the relevant PDF documents, the date of the RP5217, the status of the edit, the completion date, and detailed comments. **Table 2** is an example for the Town of Forestport.

Table 2 – Example LiRo Maintenance Log (Forestport)

| SECTION # | SCALE | EDIT DESCRIPTION | PDF | DATE OF RP5217 | EDIT COMPLETE | EDIT COMPLETE DATE | COMMENTS |
|-----------|-------|---------------------|---------------------------------|----------------|---------------|--------------------|--|
| 2.03 | 2400 | BLK 2 LOT 58 & 59.1 | 3800 2.003-2-58 2018-001652.pdf | 2/2/2018 | YES | 11/19/2021 | Part of Parcel selected on RP5217, but deed is really just to correct dimension for boundary of Lots 58 & 59.1. I also updated the other dimensions for Lot 58 to reflect its current deed (2018-001653, filed 2/2/2018) and Filed Map M2017-000145 (only shows shared boundary with Lot 59.1). Lot 58 also shown on Filed Map M2009-000166, but DIMs don't reflect current deed. Also corrected DIMs for Lots 59.1 & 59.2 even though they're not |



Tax Parcel Migration and Backlog Maintenance
 Oneida County Department of Planning
 Oneida County, NY

| SECTION # | SCALE | EDIT DESCRIPTION | PDF | DATE OF RP5217 | EDIT COMPLETE | EDIT COMPLETE DATE | COMMENTS |
|-----------|-------|---|---|---|---------------|--------------------|---|
| | | | | | | | part of this deed. Not added to tax map revision table since this is a correction. |
| | | BLK 1 LOT 2.7 SPLIT INTO LOT 2.16 | filed map 2013 subdivision VanValkenburg.pdf (M2013-000077) & Ogar Recording Papers.pdf (2021-013725) | Received 8/29/2022 (Deed Date is 8/18/2021) | YES | 9/16/2022 | RP5217 incorrectly lists lot number as "2.47" instead of "2.7". Also see Filed Map M2022-000034. |
| 5.01 | 2400 | BLK 2 LOTS 33 TO 36 MERGE TO CREATE LOT 35.1 | Merge_Forestport_022223.pdf | Received 2/22/2023 | YES | 8/22/2023 | |
| 8.03 | 2400 | BLK 2 LOT 44 & 46 LOT LINE ADJUSTMENT | 3800 8.003-2-44 2020-017438.pdf, 3800 8.003-2-44 2020-017439.pdf, & 3800 8.003-2-44 2020-017440.pdf | 12/9/2020 | YES | 2/10/2021 | See M2020-000209. Lot 44 loses acreage to Lot 46. Some of the boundaries on the tax map don't match the filed map. |
| 13.00 | 4800 | BLK 1 LOTS 10 & 11.2 LOT LINE ADJUSTMENT | 3800 13.000-1-10 & 11.2 2019-005325.pdf | 5/3/2019 | YES | 4/6/2020 | Lot 10 gains acreage from Lot 11.2. No tax map identifier(s) listed in RP5217. Tax map identifiers are assumed. See Filed Map M2019-000072. |
| | | BLK 1 LOT 11 SPLIT TO CREATE LOTS 11.2 & 11.3 | 3800 13.000-1-11.2 2019-008793.pdf | 7/12/2019 | YES | 4/6/2020 | COGO'd Schedule A in 2017-005402. See M2017-000041. Acreage for Lot 11.2 in Schedule A doesn't match tax roll. Revised tax map revision note on 2/4/2021. |
| | | BLK 1 LOT 11.2 & 13.003-2-30 LOT LINE ADJUSTMENT | 3800 13.000-1-11.2 2020-013197.pdf | 10/5/2020 | YES | 2/4/2021 | See M2020-000157. Lot 11.2 loses acreage to 13.003-2-30. |
| | | 19.000-1-5 MERGE INTO BLK 1 LOT 11.2 & THEN SPLIT INTO LOT 11.4 | 3800 13.000-1-11.2 & 19.000-1-5 2021-013019.pdf | 8/5/2021 | YES | 8/22/2023 | See M2020-000160. |

LiRo proposes to maintain the maintenance logs in the same manner in the next phase of the project. There are other methods which LiRo uses in other locations, such as cloud-based tracking, but the spreadsheet approach has proven very effective and efficient with Oneida County.

Topology Checks

LiRo does not anticipate any substantial topology issues in the Oneida County geodatabases. However, we do believe that it is best practice to create a topology in each Town File Geodatabase. It will be created in the Cadastral Feature Dataset, with following rules:

Rule 1 - Parcel Must Not Overlap



Rule 2 - Parcel Must Not Have Gaps

Rule 2 will always have validation issues because of features such as roadways and streams. These will be marked as exceptions. The goal is to ensure that no “real” gaps are created. **Figure 7** is an example in Annsville; these parcels adjoin both a roadway and stream. These are not “real” topology issues.

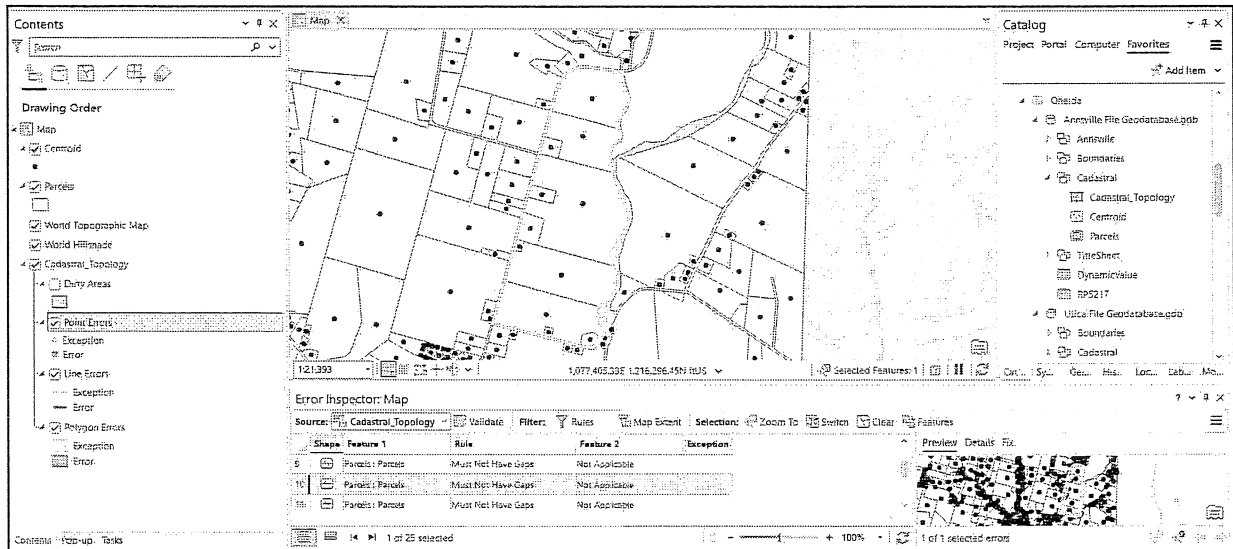


Figure 7 – Example – Parcel Gaps Because of Roadway and Stream

As a test, Topology was created in the Annsville and Utica File Geodatabases. In Annsville, there were no reported issues with Parcels Must Not Overlap. In Utica, 29 were reported, however these are legitimate and relate to having a different print key for the same geometry (see **Figure 8**).



Pop-up

- Parcels (2)
 - UTICA.dwg
 - UTICA.dwg
- Polygon Errors (1)

Parcels - UTICA.dwg

| | |
|-------------------------|----------------|
| OBJECTID | 426 |
| DocName | UTICA.dwg |
| SHAPE_Length | 501.029609 |
| SHAPE_Area | 14137.136729 |
| Print_Key | 329.020-3-22.1 |
| Centroid_X | 1170695 |
| Centroid_Y | 1121968 |
| Print_Key_PropertyTable | 329.20-3-22/1 |

Parcels - UTICA.dwg

| | |
|-------------------------|----------------|
| OBJECTID | 22154 |
| DocName | UTICA.dwg |
| SHAPE_Length | 501.029609 |
| SHAPE_Area | 14137.136729 |
| Print_Key | 329.020-3-22.2 |
| Centroid_X | 1170695 |
| Centroid_Y | 1121968 |
| Print_Key_PropertyTable | 329.20-3-22/2 |

Error Inspector: Map

Source: Cadastral_Topology | Validate | Filter: Rules | Map Extent | Selection: Zoom To | Switch | Clear

| Shape | Feature 1 | Rule | Feature 2 | Exception |
|-------|-----------|--------------------|----------------|-----------|
| 760 | Parcels | Must Not Have Gaps | Not Applicable | |
| 761 | Parcels | Must Not Have Gaps | Not Applicable | |
| 762 | Parcels | Must Not Have Gaps | Not Applicable | |

Figure 8 – Example -Utica Parcel Overlaps Because of Multiple Print Keys

As part of LiRo’ scope of work, each Town will have a topology created and checked. In the great majority of cases, errors will be marked as exceptions. Very few “real” topology errors are expected. Any found will be corrected by LiRo as part of the scope of work.



Communication and Data Exchange

LiRo has used a very effective method to exchange data with the County. LiRo intends to use the same method for the next phase of the project:

- Oneida County posts edits to the project Microsoft OneDrive site configured by LiRo. In addition, “request edits” have been sent via email.
- Once posted, LiRo copies the material to an internal project drive and reviews the request and source materials.
- LiRo performs the required edit to the applicable Town or City File Geodatabase. LiRo submits updated File Geodatabases monthly.
- As per the RFP, Oneida County will provide all split and merge requests every two weeks. Merge requests will come in the form of emails and split requests will come in the form of NYS RP 5217s which will be placed on our ftp site or the LiRo OneDrive project site.
- As needed, LiRo connects to the County Clerks Site (IQS) to download documents or perform research.
- Each Town Assessor can review and download their tax maps from the OneDrive project site.

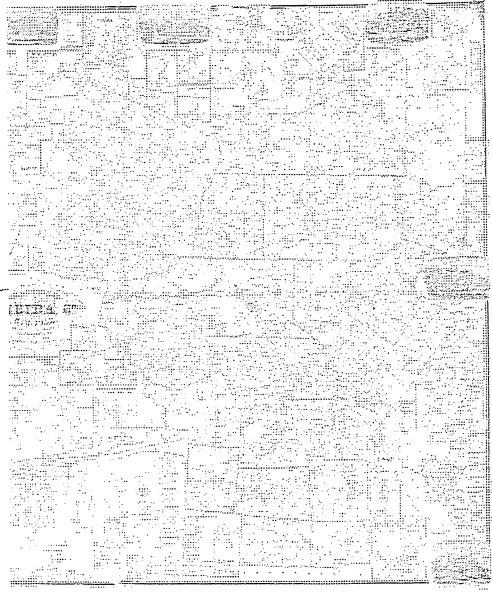
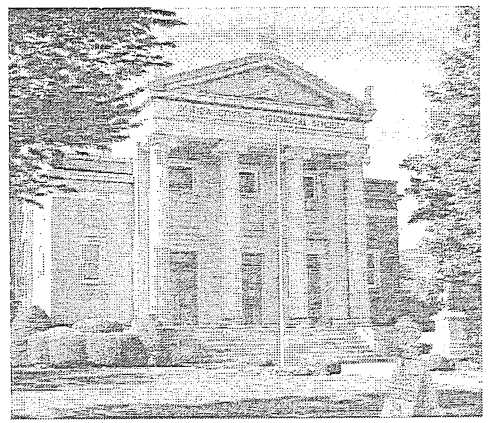
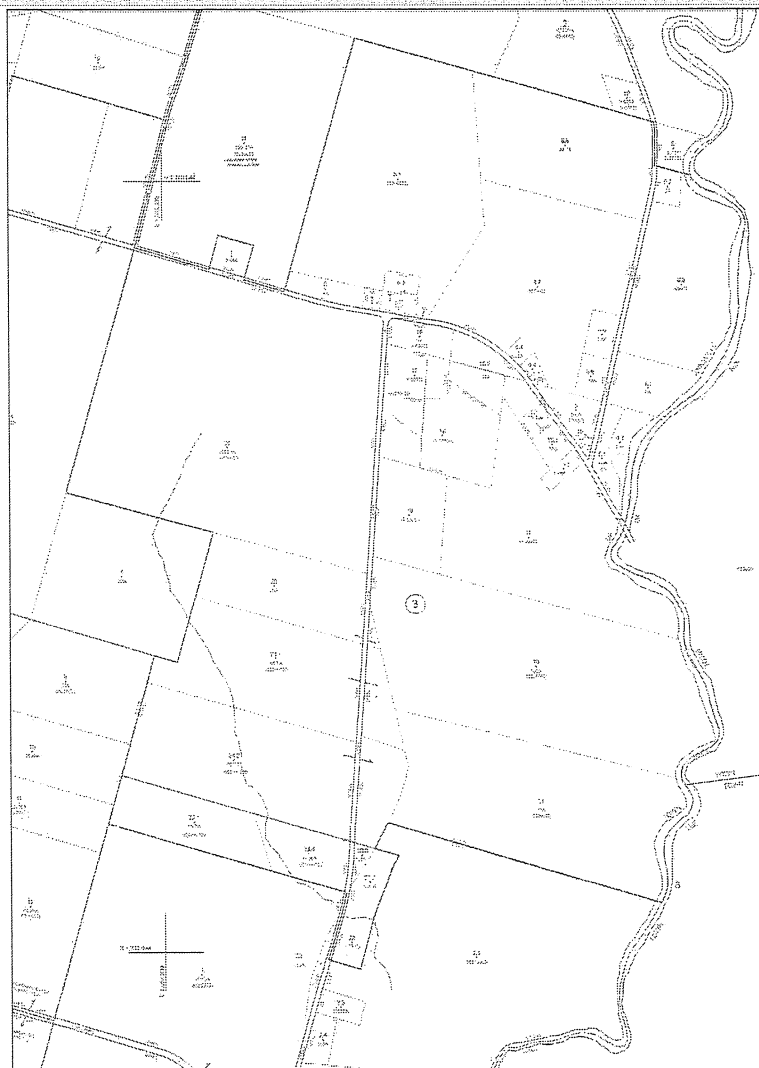
DELIVERABLES AND SCHEDULE

LiRo will supply Oneida County with the required ArcGIS Pro projects and all affiliated databases, layers, indexes, and files needed to map and maintain the ESRI Map Series for each tax sheet; one project for each municipality.

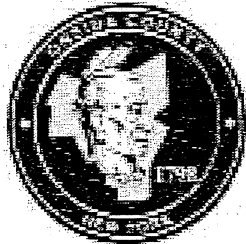
All conversion/migration and concurrent maintenance will be completed within one year of the contract award. LiRo will maintain all splits and merges as the conversion process progresses.

LiRo also has added an optional maintenance task for Years 2-5, which will enable the County to continue to process changes beyond the backlog of 2022/2023

6. Cost Proposal



| | | <p>NOTES</p> <p>THIS PLAN IS THE PROPERTY OF LIRO GIS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF LIRO GIS, INC. IS STRICTLY PROHIBITED.</p> <p>DATE: 08/11/2011</p> | <p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>08/11/2011</td> <td>ISSUED FOR PERMIT</td> </tr> </table> | NO. | DATE | DESCRIPTION | 1 | 08/11/2011 | ISSUED FOR PERMIT | <p>SPECIAL DISTRICTS</p> <table border="1"> <tr> <th>DISTRICT</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>...</td> </tr> </table> | DISTRICT | DESCRIPTION | 1 | ... | <p>LEGEND</p> <table border="1"> <tr> <th>SYMBOL</th> <th>DESCRIPTION</th> </tr> <tr> <td>...</td> <td>...</td> </tr> </table> | SYMBOL | DESCRIPTION | ... | ... | <p>SCALE</p> <p>1" = 100'</p> | |
|------------------------------------|-------------|--|---|------|-------------|-------------|---|------------|-------------------|--|----------|-------------|---|-----|---|--------|-------------|-----|-----|--------------------------------------|--|
| | | | NO. | DATE | DESCRIPTION | | | | | | | | | | | | | | | | |
| 1 | 08/11/2011 | ISSUED FOR PERMIT | | | | | | | | | | | | | | | | | | | |
| DISTRICT | DESCRIPTION | | | | | | | | | | | | | | | | | | | | |
| 1 | ... | | | | | | | | | | | | | | | | | | | | |
| SYMBOL | DESCRIPTION | | | | | | | | | | | | | | | | | | | | |
| ... | ... | | | | | | | | | | | | | | | | | | | | |
| <p>LiRo GIS, Inc. 3000 ...</p> | | | | | | | | | | | | | | | | | | | | | |



LiRo GIS, Inc.
A LiRo Group Company



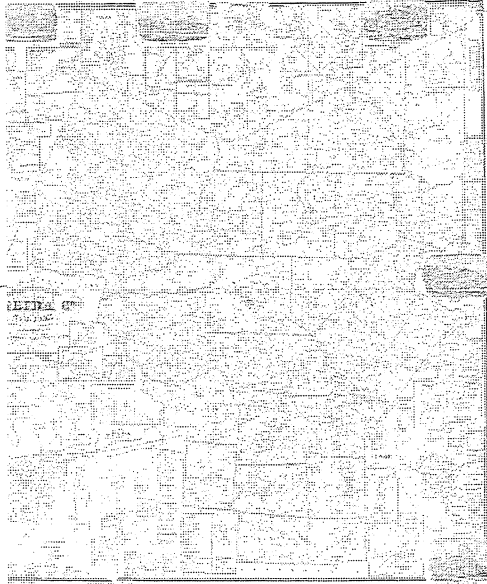
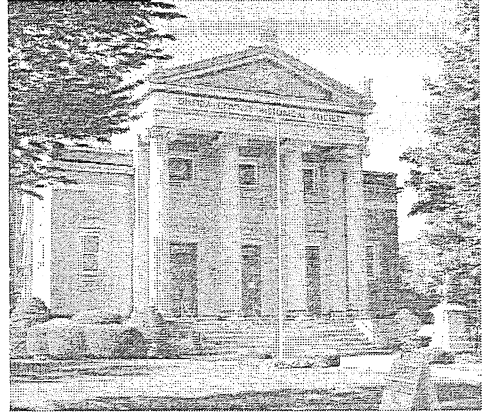
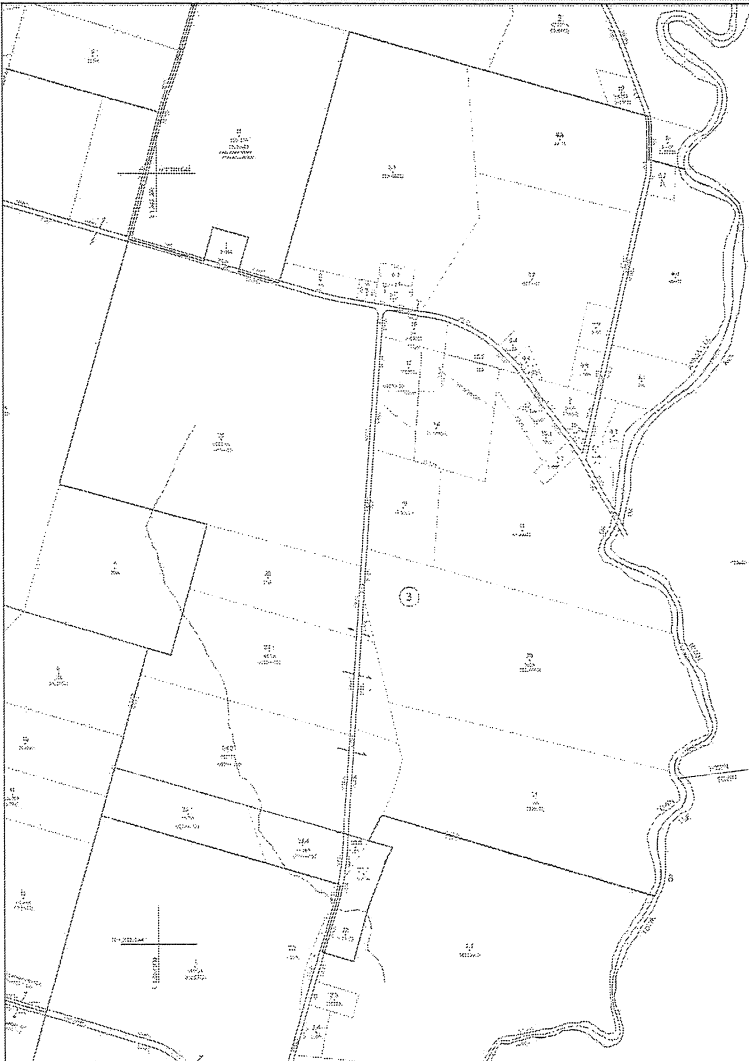


COST PROPOSAL

LiRo has provided the cost for the first year of the tax parcel migration and backlog maintenance and optional years 2 through 5.

| <u>Year</u> | <u>Amount</u> |
|---|---------------|
| Year 1 (Tax Parcel Migration and Backlog Maintenance) | \$61,941 |
| Optional Year 2 Tax Map Maintenance | \$63,800 |
| Optional Year 3 Tax Map Maintenance | \$65,714 |
| Optional Year 4 Tax Map Maintenance | \$67,685 |
| Optional Year 5 Tax Map Maintenance | \$69,715 |

7. Required Certifications



| | | <p>NOTES</p> <p>1. This map was prepared by LiRo GIS, Inc. for the State of Ohio. It is intended for use as a reference only and does not constitute a warranty of any kind. The user assumes all responsibility for the accuracy and completeness of the information shown on this map.</p> | <p>REVISION TABLE</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01/15/2010</td> <td>Initial Release</td> </tr> </tbody> </table> | NO. | DATE | DESCRIPTION | 1 | 01/15/2010 | Initial Release | <p>SPECIAL DISTRICTS</p> <table border="1"> <thead> <tr> <th>DISTRICT</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>...</td> </tr> </tbody> </table> | DISTRICT | DESCRIPTION | 1 | ... | <p>LEGEND</p> <table border="1"> <thead> <tr> <th>Symbol</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>...</td> <td>...</td> </tr> </tbody> </table> | Symbol | Description | ... | ... | <p>SCALE</p> <p>1" = 100'</p> | |
|----------|-------------|---|--|------|-------------|-------------|---|------------|-----------------|--|----------|-------------|---|-----|---|--------|-------------|-----|-----|--------------------------------------|--|
| | | | NO. | DATE | DESCRIPTION | | | | | | | | | | | | | | | | |
| 1 | 01/15/2010 | Initial Release | | | | | | | | | | | | | | | | | | | |
| DISTRICT | DESCRIPTION | | | | | | | | | | | | | | | | | | | | |
| 1 | ... | | | | | | | | | | | | | | | | | | | | |
| Symbol | Description | | | | | | | | | | | | | | | | | | | | |
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REQUIRED CERTIFICATIONS

LiRo's required certifications are provided on the following pages.

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter “RFP”) does not commit the County of Oneida (hereinafter the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the “Applicant”) or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant’s experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

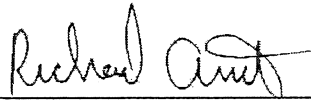
All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

LiRo GIS, Inc.

Legal Name of Organization

09/08/2023

Date



Signature
Richard Annitto

Printed Name
Vice President

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

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/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

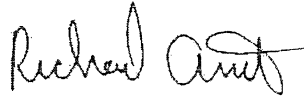
The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

LiRo GIS, Inc.

Legal Name of Organization

09/08/2023

Date



Signature

Richard Anitto

Printed Name

Vice President

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

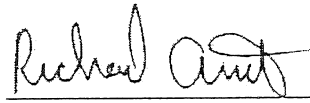
The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

LiRo GIS, Inc.

Legal Name of Organization

09/08/2023

Date



Signature

Richard Anitto

Printed Name

Vice President

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.


The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

LiRo GIS, Inc.

Legal Name of Organization

09/08/2023

Date



Signature

Richard Annitto

Printed Name

Vice President

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act 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 in default.

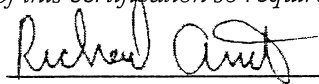
The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited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

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/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

LiRo GIS, Inc.
Legal Name of Organization

09/08/2023
Date


Signature

Richard Annitto
Printed Name

Vice President
Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

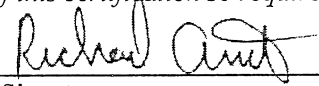
1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

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/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

LiRo GIS, Inc.
Legal Name of Organization

09/08/2023
Date


Signature

Richard Annitto
Printed Name

Vice President
Title



PROOF OF INSURANCE

LiRo's proof of insurance is provided on the following page.



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

ANTHONY J. PICENTE, JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

November 29, 2023

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

NOV 20 23 376

PUBLIC WORKS

WAYS & MEANS

Re: New York State Department of Transportation
 2023 Transportation Alternatives Program (TAP)

Dear County Executive Picente,

This letter is requesting that the Oneida County Board of Legislators pass a resolution allowing Oneida County to apply to the New York State Department of Transportation (NYSDOT), for a 2023 Transportation Alternatives Program (TAP) grant of up to \$3,000,000 to extend the Philip A. Rayhill Memorial Recreational Trail within the Town of Whitestown, along various County roads. The grant awards projects between a minimum of \$500,000.00 and a maximum of \$5,000,000.00.

The 2023 TAP grant provides municipalities with financial assistance through reimbursement for the planning, management, design, and construction of on-road and off-road facilities for pedestrians, bicyclists, and non-motorized transportation users.

Oneida County intends to extend the Philip A. Rayhill Memorial Recreational Trail within the Town of Whitestown, along various County roads. The current trail and other Town-managed sidewalks are regularly used by many residents from around the County. The extension of this trail will provide safe connections to points of interest within the Town of Whitestown (e.g., Deputy Kurt B. Wyman Memorial Park, Whitestown Community Center & Ice Rink, Accelerate Sports Complex, Hart's Hill Elementary School, etc.).

The grant provides up to 80% of costs, requiring that 20% of funding come from the project sponsor. This match funding will be supplied by Oneida County. This department is reviewing other funding sources to help cover the cost of the 20% local share. The Town of Whitestown has expressed interest in this project and may also approve some funding to use towards the local share.

If you agree that Oneida County should apply for the grant, I respectfully ask that you forward the enclosed resolution to the Oneida County Board of Legislators for its consideration. The deadline to submit the application is January 9, 2024, so it is essential that the Board of Legislators take action on this matter at its December 20, 2023, meeting. Please feel free to call me if any additional information is required. Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
 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 11-29-23

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

| | |
|---|---|
| Name of Proposing Organization: | New York State Department of Transportation 207 Genesee Street Utica, NY 13501 |
| Title of Activity of Service: | 2023 Transportation Alternatives Program (TAP) Philip A. Rayhill Memorial Recreational Trail Extension |
| Proposed Dates of Operation: | Notice of Funding Opportunity - September 29, 2023 Application Deadline - January 9, 2024 |
| Client Population/Number to be Served: | N/A |

Summary Statements

1) Narrative Description of Proposed Services:

The 2023 TAP grant provides municipalities with financial assistance through reimbursement for the planning, management, design, and construction of on-road and off-road facilities for pedestrians, bicyclists, and non-motorized transportation users.

Oneida County intends to extend the Philip A. Rayhill Memorial Recreational Trail within the Town of Whitestown, along various County roads. The current trail and other Town-managed sidewalks are regularly used by many residents from around the County. The extension of this trail will provide safe connections to points of interest within the Town of Whitestown (e.g., Deputy Kurt B. Wyman Memorial Park, Whitestown Community Center & Ice Rink, Accelerate Sports Complex, Hart's Hill Elementary School, etc.).

Oneida County is seeking a grant of up to \$3,000,000.00 to complete the project. The grant provides up to 80% of costs, requiring that 20% of funding come from the project sponsor. This match funding will be supplied by Oneida County. The Department will seek other funding sources to help cover this match cost.

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

3) Program Design and Staffing: N/A

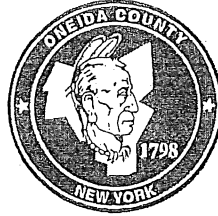
4) Funding

| | |
|--|----------------|
| Account #: | H-DPW-045 |
| Total Funding Requested: | \$3,000,000.00 |
| Oneida County Dept. Funding Recommendation: | \$3,000,000.00 |
| Proposed Funding Sources | |
| Federal: | \$0.00 |
| State: | \$2,400,000.00 |
| County: | \$600,000.00 |
| Other: | 0.00 |

Past Performance Data: N/A

O.C. Department Staff Comments: None

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

October 18, 2023

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

FN 20 23-377

PUBLIC WORKS

WAYS & MEANS

Re: Creation of Various Titles in the Department of Water Quality and Water Pollution Control

Dear County Executive Picente:

Attached for your review and approval is correspondence from Commissioner of Water Quality and Water Pollution Control, Karl E. Schrantz, requesting addition of various titles as detailed therein and below to the Oneida County Classification Plan. Also attached are the job specifications for each of the titles that outline the responsibilities and duties for the positions.

Commissioner Schrantz has identified the need for these titles as upgrades and improvements have been completed at the County's wastewater facilities. Addition of these titles to the Oneida County Classification Plan will provide versatility for Commissioner Schrantz to recruit and retain diverse talent and skill to in operation of the facilities. These titles will also provide some promotion opportunities that do not currently exist.

I recommend that the salary for the title Wastewater Treatment Plant Maintenance Foreman be set at Grade 26B, Step 6, starting at \$51,050; the salary for the title Senior Engineer (Wastewater) be set at Grade 38B, Step 6, starting at \$75,736; the salary for the title Engineer (Wastewater) be set at Grade 32B, Step 6, starting at \$61,876; the salary for the title Senior Engineering Technician (Wastewater) be set at Grade 33B, Step 6, starting at \$63,924; the salary for the title Engineering Technician (Wastewater) be set at Grade 27B, Step 6, starting at \$52,949; the salary for the title Sewer Maintenance and Equipment Worker be set at Grade 19B, Step 6, starting at \$39,808.

If you concur, please forward this request to the Board of Legislators and ask that they set the salary for the title Wastewater Treatment Plant Maintenance Foreman be set at Grade 26B, Step 6, starting at \$51,050; the salary for the title Senior Engineer (Wastewater) be set at Grade 38B, Step 6, starting at \$75,736; the salary for the title Engineer (Wastewater) be set at Grade 32B, Step 6, starting at \$61,876; the salary for the title Senior Engineering Technician (Wastewater)

be set at Grade 33B, Step 6, starting at \$63,924; the salary for the title Engineering Technician (Wastewater) be set at Grade 27B, Step 6, starting at \$52,949; the salary for the title Sewer Maintenance and Equipment Worker be set at Grade 19B, Step 6, starting at \$39,808. at their December meeting. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

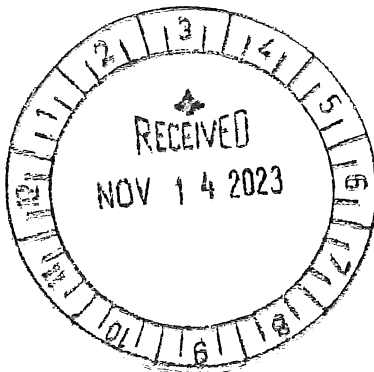
Respectfully submitted,



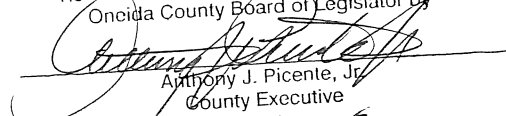
Amanda L. Cortese-Kolasz

Enclosures

cc: Karl E. Schrantz, Commissioner of Public Works
County Attorney



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



Anthony J. Picente, Jr.
County Executive

Date 11-8-23



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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

September 26, 2023

Amanda Cortese-Kolasz
Commissioner of Personnel
Oneida County Department of Personnel
800 Park Avenue
Utica, NY 13501

RE: Request for Additional Titles to be Added to the Classification Plan

Dear Commissioner Cortese-Kolasz:

The upgrades and improvements completed at the Oneida County wastewater facilities have identified the need for six (6) new position classifications:

Wastewater Treatment Plant Maintenance Foreman: This is a proposed new mid-level supervisory title to assist with the planning, assigning, supervising, and participation in the work of the Department's maintenance crews. This will be a working foreman position reporting directly to the Wastewater Maintenance Superintendent. The recommended salary for this proposed title is Grade 26B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Senior Engineer (Wastewater): This is a proposed new senior level title that will provide technical engineering and administrative support pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. A candidate for this title is expected to have upwards of 6-8 years of relevant experience in engineering, environmental science, and/or construction management with emphasis on wastewater collection and treatment with two years of supervisory experience. The individual in the title will report directly to the Commissioner of Water Quality and Water Pollution Control. The recommended salary for this proposed title is Grade 38B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Engineer (Wastewater): This is a proposed new entry level title that will provide technical engineering support to the Oneida County Sewer District wastewater treatment and conveyance systems. A candidate is expected to have 1-3 years of combined relevant educational internship and work experience involving design and construction projects with emphasis on wastewater collection and treatment. The individual in this title will perform work under the direction of the Senior Engineer or designee. The recommended salary for this proposed title is Grade 32B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Senior Engineering Technician (Wastewater): This is a proposed new senior level technical title that will perform subprofessional assignments including supervising engineering support services, field work, use of surveying instruments, preparation of engineering drawings and sketches, and other related work pertaining to wastewater treatment and conveyance systems. The individual in this title will work under the direction of the Senior Engineer or designee. A candidate will have five (5) or more years of progressive experience with emphasis on public works, utility, and/or water/wastewater systems. The recommended salary for this proposed title is Grade 33B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Engineering Technician (Wastewater): This is a proposed new entry level technical title that will perform general engineering support, field work, and other related technical support duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. The individual in this title will perform work under the direction of the Senior Engineer or designee. The recommended salary for this proposed title is Grade 27B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title

Amanda Cortese-Kolasz.
September 26, 2023
Page 2 of 2



established in the promotional series.

Sewer Maintenance and Equipment Worker: This is a proposed new entry level title that will perform a variety of preventative maintenance and repair activities pertaining to the Water Pollution Control Plant, pumping stations, and Interceptor Sewers. The individual in this title will perform work under the direction of the Sewer Maintenance and Equipment Supervisor or designee. The recommended salary for this proposed title is Grade 19B. I am not requesting the establishment of a budgeted position for this title at this time, but I would like to have the title established in the promotional series.

Should these proposed titles be adopted, they will be available within the Oneida County Job Specification library as the need arises.

Please feel free to contact me if you have any questions.

Sincerely,

Karl E. Schrantz, PE
Commissioner

- Enclosures: Proposed job specifications
- Engineering Technician (Wastewater)
 - Senior Engineering Technician (Wastewater)
 - Engineer (Wastewater)
 - Senior Engineer (Wastewater)
 - Wastewater Treatment Plant Maintenance Foreman

Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: XX/XX/2023

WASTEWATER TREATMENT PLANT MAINTENANCE FOREMAN

DISTINGUISHING FEATURES OF THE CLASS: This is a supervisory position involving responsibility for planning, assigning, supervising, and participating in the work of crews of subordinate employees engaged in wastewater treatment plant mechanical maintenance and repair work inclusive of process piping and related appurtenance. Employees in this class schedule and assign staff, plan, and lay out work, provide instructions, track maintenance crews' activities using a computer maintenance management system, and inspect work. Direct supervision is exercised over subordinate employees. Employees of this class report to the Wastewater Treatment Plant Maintenance Superintendent, or designee. The nature of the work may require employees in the class to operate motor vehicles and power-driven equipment. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Supervises and plans the work for subordinate maintenance crews;
Repairs, maintains, and installs wastewater treatment plant mechanical equipment, process piping, and related appurtenances by using a variety of tools and equipment;
Determines material and labor requirements and may requisition needed materials and supplies;
Prepares, as needed, diagrams or technical directions concerning work to be performed;
Assigns staff to projects and provides instructions or plans and interprets same when needed;
Inspects work in progress and upon completion to ensure quality and efficiency of work;
Fulfills reporting requirements relating to schedules, project status, assigned staff, and materials used to use a computerized maintenance management program;
Provides on the job training to subordinate employees;
May evaluate work performance of subordinate employees.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of safety practices, methods, materials, tools, and equipment used in installation, maintenance, and repair activities in wastewater treatment plant and related processing equipment maintenance; Good knowledge of practices, techniques, and mechanical theory associated with wastewater treatment plant mechanical maintenance; Good knowledge of use and repair of pneumatic equipment; Skill in the use of a variety of hand and powered tools and mechanized equipment; Ability to supervise others in a manner conducive to full performance and high morale; Ability to plan and lay out mechanical maintenance work; Ability to read and interpret plans, diagrams, and specifications; Ability to respond to after-hours emergency repairs at the various department facilities; Ability to instruct subordinate maintenance personnel using demonstration and lecture methods; Ability to determine labor and material requirements for maintenance and repair or replacement of mechanical equipment including submittal of budget items with justifications as required; Ability to communicate effectively both orally and in writing; Ability to perform moderate to heavy labor; Ability to use personal computer with an alpha-numeric keyboard.

Continued...

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma **AND** six (6) years of work experience as a facility mechanic in an industrial or municipal setting or equivalent, with a focus on plumbing, steam fitting, and/or water or wastewater equipment maintenance which must have included laying out of work and diagnosis of malfunctions.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTES:

1. Graduation with an Associate degree from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees, or its equivalent in technical or apprentice training, in mechanical technology or engineering or technical curriculum which relates to mechanical system maintenance, may substitute for a maximum of two (2) years of work experience.
2. Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: XX/XX/2023

SENIOR ENGINEER (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for technical engineering and administrative duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. The Work is performed under the direction of the Commissioner of Water Quality and Water Pollution Control or designee. Supervision is exercised over subordinate employees. Direct supervision may be exercised over various staff temporarily assigned to assist with engineering design and inspections. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Assists in the department's Capital Improvement Plan (CIP) development and implementation;

Assists with the management of technical, administrative and financial aspects of assigned wastewater infrastructure projects;

Manages consultants, engineers, architects, and contractors involving wastewater planning, design, and construction projects;

Performs complex engineering calculations and prepares detailed design drawings in support of sanitary sewer conveyance system and wastewater treatment plant improvements projects;

Negotiates with local, state and federal regulatory authorities and establishes protocols in compliance with regulatory requirements, including modification of regulatory permits;

Performs the review of commercial and residential development proposals with respect to impacts on the County-owned wastewater infrastructure;

Research and preparation of funding applications;

Leads the development and management of standards and specifications, procedures, and protocols concerning technical/engineering/operational items concerning Oneida County Sewer District operations and regulations;

Reviews the conveyance and wastewater treatment systems for operational efficiency and prepares recommendations as required;

Performs field investigations and inspections as necessary;

Develops specifications for procurement of goods and services including preparation of bid documents, negotiations with bidders and recommendation of bid awards;

Utilizes the department's Geographic Information System (GIS);

Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;

Manages utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY);

Maintains technical materials and assists with technical research and guidelines on current issues;

Responds to emergencies during and after normal work hours;

Proficiency in AutoCAD and GIS is desired.

Continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Thorough knowledge of engineering relating to the design, operation and maintenance of sanitary sewer collection system and wastewater treatment plant physical, biological and chemical processes; Thorough knowledge of methods, equipment and terminology used in wastewater collection and treatment; Thorough knowledge of construction specifications, plans, codes, rules and regulations; Ability to supervise, direct and inspect work on projects; Ability to make involved engineering computations, prepare engineering records and technical reports; Ability to manage multiple projects; Mechanical aptitude; Strong organizational, interpersonal and management skills; Ability to meet deadlines and lead effectively under pressure in emergencies; Good judgment; Reliability; Proficiency utilizing computer hardware and software systems associated with conveyance and wastewater treatment.

MINIMUM QUALIFICATIONS: Either:

- (A) Possession of Bachelor of Science degree in Civil, Mechanical, Sanitary, or Environmental Engineering, Environmental Science, Construction Management, or closely related field **AND** six (6) years of relevant work experience involving planning, design, and construction projects with emphasis on wastewater collection and treatment including two (2) years of supervisory experience; **OR**
- (B) Possession of Associate degree in Civil, Mechanical, Sanitary, or Environmental Engineering Technology, Environmental Science, Construction Management, or closely related field **AND** eight (8) years of relevant work experience involving design, and construction projects with emphasis on wastewater collection and treatment including two (2) years of supervisory experience.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTES:

1. Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. Candidates will be required to pay the evaluation fee.
2. Verifiable part-time experience will be pro-rated toward meeting full-time experience requirements.
3. Though not required, preference will be given to applicants who also hold one or more of the following: Registered as a Professional Engineer in New York State and/or possession of New York State Grade 3A Wastewater Treatment Plant Operator certification.

Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: XX/XX/2023

ENGINEER (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for technical engineering duties for the engineering aspects pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. Work is generally performed under the direction of the Senior Engineer or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Assists with the department's Capital Improvement Plan (CIP) development and implementation;

Assists with the management of consultants, engineers, architects, and contractors involving wastewater planning, design, and construction projects;

Performs engineering calculations and prepares design sketches in support of sanitary sewer conveyance system and wastewater treatment plant improvements projects;

Provides technical support to senior staff regarding regulatory compliance and permitting items;

Assists with the review of commercial and residential development proposals with respect to impacts on the County-owned wastewater infrastructure;

Assists senior staff with the research and preparation of funding applications;

Assists in the development of standards and specifications, procedures, and protocols concerning technical/engineering/operational items that impact the department;

Assists in the reviews the conveyance and wastewater treatment systems for operational efficiency and preparation of recommendations as required;

Develops specifications for procurement of goods and services including preparation of bid documents, negotiations with bidders and recommendation of bid awards;

Utilizes the department's Geographic Information System (GIS);

Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;

Performs field investigations and inspections;

Assists with maintaining the spare parts inventory;

Assists with utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY);

Maintains technical materials and assists with technical research and guidelines on current issues;

Proficiency in AutoCAD is desired.

Continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Conceptual knowledge of engineering relating to the design, operation and maintenance of sanitary sewer collection system and wastewater treatment plants; Knowledge of methods, equipment and terminology used in wastewater collection and treatment; Ability to interpret construction drawings and specifications; Ability to perform rudimentary engineering computations, prepare engineering records and technical reports; Ability to manage multiple projects; Strong organizational, interpersonal and management skills; Ability to meet deadlines and lead effectively under pressure in emergencies; Good judgment; Good verbal and written communication skills; Reliability; Proficiency utilizing computer hardware and software systems.

MINIMUM QUALIFICATIONS: Either:

- (A) Possession of Bachelor of Science degree in Civil, Mechanical, Sanitary, or Environmental Engineering, Environmental Science, Construction Management, or closely related field **AND** a combination of one (1) year of relevant educational internship(s) and/or work experience involving design and construction projects with a preferred emphasis on wastewater collection and treatment; **OR**
- (B) Possession of Associate's degree in Civil, Mechanical, Sanitary, or Environmental Engineering Technology, Environmental Science, Construction Management, or closely related field **AND** three (3) years of relevant work experience involving design and construction projects with emphasis on wastewater collection and treatment.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTE: Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. Candidates will be required to pay the evaluation fee.

Jurisdictional Class: Competitive
EEO Category: Technicians
Adopted: XX/XX/2023

SENIOR ENGINEERING TECHNICIAN (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for more complex subprofessional assignments including supervising engineering support services, field work, and other related technical duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. Assignments are received orally or in writing and are general in nature. Supervision may be exercised over subordinate staff or staff temporarily assigned to assist with engineering support services. Work is generally performed under the direction of the Senior Engineer or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Assists engineering and technical staff as needed;
Prepares engineering drawings;
Supervises field work;
Takes notes and measurements;
Makes sketches as required;
Makes and checks engineering drawings on minor projects;
Assists engineering and/or technical staff by inspecting portions of construction projects;
Utilizes the department's Geographic Information System (GIS);
Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;
Performs field investigations and inspections;
Assists with utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY)
Proficiency in AutoCad.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of mathematics and its applications and the ability to perform surveying and engineering computations; Thorough knowledge of the principles, practices, and instruments used in the preparation of engineering drawings; Thorough knowledge of construction specifications and their application to public works construction; Skilled in the use of engineering instruments and equipment; Strong aptitude in performing complex technical computations and estimates; Sufficient physical stamina to work outdoors occasionally under adverse weather conditions; Physical condition commensurate with the demands of the work; Good judgment; Good verbal and written communication skills; Reliability; Proficiency utilizing computer hardware and software systems.

MINIMUM QUALIFICATIONS: Possession of Associate Degree in engineering science, engineering or architectural technology, or surveying technology **AND** five (5) years progressive experience as an engineering technician with emphasis on public works, utility, and/or water/wastewater.

Continued...

SENIOR ENGINEERING TECHNICIAN (WASTEWATER)

Page Two

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

NOTE: Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Technicians
Adopted: XX/XX/2023

ENGINEERING TECHNICIAN (WASTEWATER)

DISTINGUISHING FEATURES OF THE CLASS: Responsible for subprofessional assignments including general engineering support, field work, and other related technical duties pertaining to the Oneida County Sewer District wastewater treatment and conveyance systems. Work is generally performed under the direction of the Senior Engineer or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Assists engineering and technical staff as needed;
Prepares engineering drawings;
Performs field work including measurements, taking notes, and making sketches;
Assists engineering and/or technical staff by inspecting portions of construction projects;
Utilizes the department's Geographic Information System (GIS);
Utilizes the departments Computerized Maintenance Management Systems (CMMS) for the sewer collection system and the facility assets;
Performs field investigations and inspections;
Assists with utility infrastructure mark-outs in support of NYS Code Rule 753 – Protection of Underground Facilities (UDig-NY);
Proficiency in AutoCAD.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of mathematics and its applications and the ability to perform rudimentary technical computations and estimates; Knowledge of the principles, practices, and instruments used in the preparation of engineering drawings; Ability to interpret construction drawings and specifications; Skill in the use of engineering instruments and equipment; Sufficient physical stamina to work outdoors occasionally under adverse weather conditions; Physical condition commensurate with the demands of the work; Good judgment; Good verbal and written communication skills; Reliability; Proficiency utilizing computer hardware and software systems.

MINIMUM QUALIFICATIONS: Either:

- (A) Possession of Associate Degree in engineering science, engineering or architectural technology, or surveying technology; **OR**
- (B) Graduation from high school or vocational school (i.e.: BOCES) or possession of a high school equivalency diploma with certificate of completion of course work in AutoCAD **AND** three (3) years relevant experience.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

Continued...

ENGINEERING TECHNICIAN (WASTEWATER)

NOTE: Degree(s) must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside the United States and its territories, the candidate must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. Candidates will be required to pay the evaluation fee.

Adopted: XX/XX/2023

Jurisdictional Class: Competitive
EEO Category: Service/Maintenance
Adopted:

SEWER MAINTENANCE AND EQUIPMENT WORKER

DISTINGUISHING FEATURES OF THE CLASS: This is manual work involving the performance of a variety of preventative maintenance and repair activities pertaining to a municipal sanitary sewage collection system and sewage treatment plant. May be required to assist with making minor repairs to equipment and ordinary servicing. Requires skill in the operation of light-duty equipment. The work is performed under the direct supervision of a higher level supervisor, with leeway allowed for the exercise of independent judgment in carrying out the technical details of the job. Supervision over the work of others is not a responsibility of employees in this class. The incumbent works under the general supervision of the Sewer Maintenance and Equipment Supervisor or designee. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Operates heavy mechanical equipment including backhoes, skid steers, and wheel loaders,

Ability to utilize a pickup truck to haul a utility trailer.

Mows lawns and plows snow as the season demands;

May perform minor custodial duties;

Responds at all times to emergency repair calls;

Raises or lowers manholes and resets frames/covers as required;

Cleans, repairs, and maintains storm and sanitary sewers;

Builds and repairs manholes and catch basins;

Assists with the removal of obstructions from sewers with sewer rods or flush truck;

Opens laterals in emergencies;

Participates in excavation and back-fill activities in connection with above work;

Assists operations and maintenance departments as required and when directed;

May operate a truck in connection with above work;

Operate off-road Utility Terrain Vehicles, chain saws, pole saws, and related equipment to maintain sanitary sewer rights-of-way;

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the common practices, principles, terminology and safety precautions used in the maintenance and extension of a municipal sewage collection system; good knowledge of the use of tools and equipment required in the construction and repair of for maintaining a municipal sewage system; ability to perform heavy manual labor for extended periods, occasionally under adverse weather conditions; willingness to report for emergencies; ability to operate a variety of motor equipment; ability to understand and carry out oral and written instructions; dependability.

MINIMUM QUALIFICATIONS: Graduation from a high school or possession of a high school equivalency diploma; **AND** One (1) year of experience in the performance of heavy manual labor and utilization of tools and operation of mechanical and automotive equipment in the performance of that work.

continued...

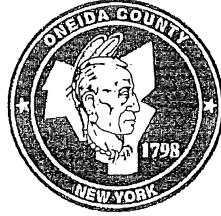
SPECIAL REQUIREMENT:

1. Possession of a valid New York State driver's license at the time of appointment. License must remain valid throughout appointment.

NOTE: Verifiable part-time experience as described above will be pro-rated toward meeting full-time experience requirements.

Adopted:

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

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

October 18, 2023

FN 20 23-378

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

PUBLIC WORKS

WAYS & MEANS

Re: Creation of Title Fleet Maintenance Supervisor

Dear County Executive Picente:

Attached for your review and approval is correspondence from Commissioner of Public Works, Matthew S. Baisley, requesting addition of the title Fleet Maintenance Supervisor to the Oneida County Classification Plan. Also attached is the job specification for the title that outlines the responsibilities and duties for the position.

Commissioner Baisley has expressed a need for this title as the Department's current fleet maintenance leadership structure reports to the Highway Maintenance Supervisor due to the Department originally only maintaining the Department's used vehicles and equipment. The Department's Fleet maintenance now manages all vehicles and equipment used by the Department, as well as those used by the Department of Family and Community Services, the Department of Emergency Services, the Office of the Sheriff, the Office of the District Attorney and others. This position will report directly to the Deputy Commissioner of Public Works – Highways, Bridges and Structures, and will be responsible for all facets related to management of County vehicles and equipment, including budgeting, planning, replacement procurement and maintenance activities.

I recommend that the salary for the title Fleet Maintenance Supervisor be set at Grade 38M, Step 4, starting at \$68,243. I am not requesting that any additional positions be created at this time. The Department plans to reclassify an existing position to this title once it is added to the Classification Plan.

If you concur, please forward this request to the Board of Legislators and ask that they set the salary for the title Fleet Maintenance Supervisor at Grade 38M, Step 4, starting at \$68,243 at their

December meeting. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

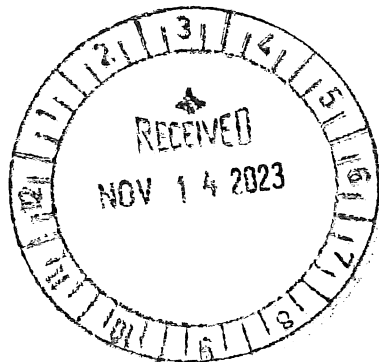
Respectfully submitted,



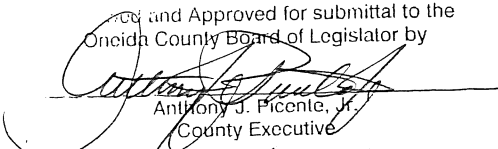
Amanda L. Cortese-Kolasz

Enclosure

cc: Matthew S. Baisley, Commissioner of Public Works
County Attorney



and Approved for submittal to the
Oncida County Board of Legislator by



Anthony J. Picente, Jr.
County Executive

Date 11-3-23



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

MATTHEW S. BAISLEY
Commissioner

September 13, 2023

Amanda Cortese-Kolasz
Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear Commissioner Cortese-Kolasz,

After reviewing the Department of Public Works personnel, I am respectfully requesting your consideration for the creation of the title "Fleet Maintenance Supervisor" Department of Public Works (DPW), Division of Highways, Bridges, and Structures. The DPW fleet maintenance leadership structure currently reports to the Highway Maintenance Supervisor due to DPW originally only maintaining DPW used vehicles and equipment. The DPW Fleet maintenance now manages all vehicles and equipment used by DPW, the Department of Family and Community Services, the Department of Emergency Services, the Office of the Sherriff, the Office of the District Attorney and others.

This position will be reporting to the Deputy Commissioner of DPW (Highways, Bridges, and Structures) and will be responsible for all facets related to management of DPW maintained vehicles and equipment, including budgeting, planning, replacement (procurement) and maintenance activities.

I am grateful for the opportunity to work with you to assess other strategies that will enable me to build a strong administrative team. Upgrading these positions is part of that overall plan. I am available to discuss this request at your convenience. I would be most appreciative if you would consider my request.

Sincerely,

Matthew S. Baisley
Commissioner

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Technicians
Revised: Requested

FLEET MAINTENANCE SUPERVISOR

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for directing the maintenance and replacement activities of all County DPW maintained fleet, vehicles and equipment and providing technical direction and field supervision to all maintenance activities. A major responsibility is for the coordination of maintenance activities in widely separated geographic areas, and act as a liaison for County departments. Supervision is exercised over a large number of employees through subordinate supervisors, and work is reviewed through observation or through oral and written reports. The work is performed under the general supervision of the Deputy Commissioner of Highways and Bridges. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Coordinates and supervises the activities of County DPW automotive and heavy equipment mechanics and the use of materials and equipment in the maintenance of the County's vehicles and equipment;

Determines and schedules maintenance needs for various highway equipment and vehicles;

Coordinates the use and distribution of vehicles and equipment between the various County Highway garages and other departments;

Oversees payroll and time banks for all mechanics and garage employees;

Oversees and participates in long range planning of vehicle and equipment purchases;

Oversees and coordinates specialized heavy equipment purchases;

Administers garage safety programs;

Reports to and confers with the Deputy Commissioner of Highways and Bridges regarding all;

Heavy Equipment and vehicle inspections,

Scrap metal and resource recovery operations,

DPW items for sale by Oneida County on E-bay and Auctions International,

Large tool purchases and new technology related to maintenance of the County

fleet.

Operates various types of road construction and maintenance equipment as needed.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of modern road equipment maintenance methods and procedures; thorough knowledge of equipment, materials, tools, terminology and safety precautions used in equipment maintenance, snow removal, and ice control; ability to read and understand schematics, warranties, bid documents, and related road equipment paperwork; ability to solve operating problems as they occur in the field; ability to plan, organize and supervise the work of others; ability to secure the cooperation of others; ability to understand and carry out complex oral and written directions; ability to prepare and maintain activity costs and progress records and reports.

continued...

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered two-year college with an associate degree in automotive repair or automotive technology or a closely related field, **AND** Four (4) years of experience as a skilled automotive mechanic, which shall have involved repair and maintenance of heavy automotive equipment; two years of which shall have been in a supervisory capacity; **OR**
- (B) Graduation from high school or possession of a high school equivalency diploma **AND** six (6) years of experience as a skilled automotive mechanic, which shall have involved repair and maintenance of heavy automotive equipment; two years of which shall have been in a supervisory capacity.

SPECIAL REQUIREMENT: Possession of a valid Class B or greater, CDL, with airbrake endorsement at time of appointment and duration of appointment; **AND** possession of a valid NYS Heavy Motor Vehicle Inspection License at time of appointment and duration of appointment.

Adopted: XX/XX/XXXX
Revised:



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

ANTHONY J. PICENTE JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

October 27, 2023

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

FN 20 23 - 379

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

A grant agreement was completed between Oneida County and New York State Empire State Development to support the construction of the new public parking garage in downtown Utica. Oneida County was awarded a grant in the amount of \$10,000,000 towards the parking garage project.

The original grant disbursement agreement has been amended to modify the total eligible project cost required for disbursement by removing the \$21 million scope of work for site infrastructure performed by Mohawk Valley Health System (MVHS). While the overall total budget is being reduced, the scope remains the same and all the work is being performed by MVHS but will not be audited/reviewed by ESD.

Please consider the enclosed grant agreement amendment for the aforementioned project. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 11-3-23

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Empire State Development
633 Third Avenue
New York, NY 10017

Title of Activity or Service: Grant Agreement

Proposed Dates of Operation: May 19, 2022 – December 31, 2032

Client Population/Number to be Served: Oneida County Residents

Mandated or non-mandated: Non-Mandated

Summary Statements

1) **Narrative Description of Proposed Services:** The agreement concerns an amendment to a grant disbursement agreement (GDA) from Empire State Development (ESD) for the hospital garage project. Under the original GDA, ESD agreed to give the County \$10,000,000 toward the project but would hold the final 10% of the grant until it received evidence that \$71,000,000 had been spent on the project.

This amendment would reduce that threshold from \$71,000,000 to \$50,000,000. This reflects the fact that \$21,000,000 of the scope of work for the project will be for infrastructure work performed by Mohawk Valley Health System. The total grant remains the same, all that is changing is that the County needs to document significantly less spending in order to receive final payment.

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

3) **Program Design and Staffing:** N/A

Total Funding Requested: \$10,000,000.00

Account # H-566

Oneida County Dept. Funding Recommendation: \$10,000,000.00

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments: None



June 28, 2023

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner Engineering
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

Re: Wynn Hospital Parking Garage Capital, Project #134,341

Dear Mr. DiGennaro:

It is noted that a Grant Disbursement Agreement (“GDA”) has been executed between the New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) and Oneida County, dated August 16, 2022, for the above-referenced project.

I am pleased to enclose a signed Grant Disbursement Agreement Amendment (the “Amendment”) that will become effective upon your return of one fully executed copy to ESD.

Please note that the GDA has been amended to modify the total eligible project cost required for disbursement by removing the \$21 million scope of work for site infrastructure performed by Mohawk Valley Health System (MVHS). While the overall total budget is being reduced, the scope remains the same and all the work is being performed by MVHS but will not be audited/reviewed by ESD.

Please contact Chelsey Watroba, your project manager, at (518) 270-1130 should you have any questions. We look forward to continue working with you on this project.

Very truly yours,

Glendon McLeary
Vice President and Director of Loans & Grants

cc: Chelsey Watroba
Allison Madmoune

GRANT DISBURSEMENT AGREEMENT AMENDMENT by and between the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and Oneida County (the "Grantee").

ESD and the Grantee have entered into a Grant Disbursement Agreement with respect to the Project described below and desire to amend such agreement on the following terms:

| | |
|-------------------------------|--------------------------------------|
| PROJECT NAME: | Wynn Hospital Parking Garage Capital |
| PROJECT NUMBER: | 134,341 |
| ORIGINAL GRANT AMOUNT: | \$10,000,000 |
| ESD APPROVAL DATE: | May 19, 2022 |
| PACB APPROVAL DATE: | June 15, 2022 |

Additional terms and conditions, if any, are set forth in Attachment A.

All other terms and conditions of the Grant Disbursement Agreement, except as modified herein, shall remain in full force and effect.

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT



(Signature) Glendon McLeary, Vice President and Director of Loans & Grants (date) June 28, 2023

Oneida County

(Signature) _____ (date)

(Printed name and title)

Attachment A

Contents

Additional Conditions: N/A

Revised Disbursement Terms (Exhibit E; revised as of June 22, 2023)

EXHIBIT E: DISBURSEMENT TERMS
(Revised as of June 22, 2023)

Disbursement

Upon compliance with the terms of this Agreement, and receipt of the fees as set forth below, ESD shall disburse the Grant to the Grantee as follows:

Fees due:

| | |
|--|-----------------------------|
| Commitment Fee: | \$100,000 |
| Reimbursement for out-of-pocket expenses | \$ <u>135</u> |
| TOTAL due: | \$100,135 (previously paid) |

Funds will be disbursed as reimbursement for eligible expenses during the course of design and/or construction no more frequently than quarterly unless otherwise approved by ESD, in compliance with the Design & Construction Requirements and in proportion to ESD's Funding Share, assuming that all project approvals have been completed and funds are available. The final 10% of the grant will be disbursed upon completion of the project as evidenced by a certificate of completion and other documentation verifying project expenditures of at least \$50,000,000.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2025. Expenditures incurred prior to May 6, 2021, are not eligible project costs and cannot be reimbursed by grant funds.

All disbursements are subject to recapture as set forth in Exhibit C.

ESD reserves the right to require additional documentation to support draw down requests.

Wire Transfer Information:

If ESD assistance is \$10,000 or greater, please provide a Letter from a financial officer of the company certifying to the accuracy of the following information:

Bank Name: KeyBank

ABA #: 021300077

Account Name: Oneida County Capital MM

Account #: 160522838

I CERTIFY THE ACCURACY OF THE BANK INFORMATION LISTED ABOVE.

ANTHONY CARVELLI
COMMISSIONER OF FINANCE
COUNTY OF ONEIDA
800 PARK AVENUE
UTICA, NEW YORK 13501

DATE



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

November 30, 2023

FN 20 23 380

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

PUBLIC WORKS
WAYS & MEANS

Dear Mr. Picente,

In 2018, the County leased property at 121 Second Street in Oriskany to the Cornell Cooperative Extension Association of Oneida County. The lease was originally for a term of five years—to end in 2022—but the parties extended it for an additional five-year term, from 2023 through 2027.

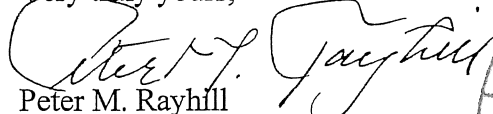
The County, in partnership with Cornell Cooperative Extension, is engaged in a project to expand the facilities at the property and upgrade its mechanical and electrical systems, in part to accommodate recent growth of Cornell Cooperative Extension and its programs (the “Expansion Project”).

On November 29, 2023, Cornell Cooperative Extension wrote the County stating that it intends to apply for a grant from the Dormitory Association of the State of New York (“DASNY”) to help offset up to \$500,000.00 of the Expansion Project costs (a copy of the letter is enclosed). However, to qualify for the grant, Cornell Cooperative Extension must demonstrate that it will have a leasehold interest in the property for five years from the date of its grant submission to DASNY—January 1, 2024. Consequently, Cornell Cooperative Extension seeks to extend the lease for a new five-year term, commencing January 1, 2024 through December 31, 2028.

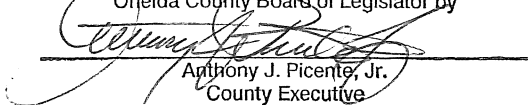
Enclosed, please find an agreement extending the term of the lease for five years from January 1, 2024 through December 31, 2028. Cornell Cooperative Extension will pay annual rent to the County in the amount of \$92,052.00, for total rent to the County in the amount of \$460,260.00.

If this agreement meets with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration. Please do not hesitate to contact me for any reason.

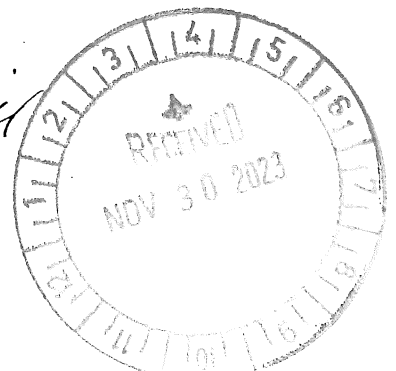
Very truly yours,


Peter M. Rayhill

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


Anthony J. Picente, Jr.
County Executive

Date 11-30-23



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Cornell Cooperative Extension
Association of Oneida County
121 Second Street
Oriskany, NY 13424

Title of Activity or Service: Lease Agreement – Extension of Term

Proposed Dates of Operation: January 1, 2024 – December 31, 2028

Client Population/Number to be Served: N/A

Summary Statements

- 1) Narrative Description of Proposed Services:** The County leases property at 121 Second Street in Oriskany to the Cornell Cooperative Extension Association of Oneida County. The County and Cornell Cooperative Extension are engaged in a project to expand the facilities at the property and upgrade its mechanical and electrical systems, in part to accommodate recent growth of Cornell Cooperative Extension and its programs.

Cornell Cooperative Extension intends to apply for a grant from the Dormitory Association of the State of New York to help offset the costs of the expansion project. However, to qualify for the grant Cornell Cooperative Extension must demonstrate that it will have a leasehold interest in the property for five years from the date of its grant submission to DASNY—January 1, 2024.

This agreement will extend the term of the lease to Cornell Cooperative Extension for five years, from January 1, 2024 through December 31, 2028. Cornell Cooperative Extension will pay annual rent to the County in the amount of \$92,052.00, for total rent to the County in the amount of \$460,260.00.

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

- 3) Program Design and Staffing:** N/A

Total Funding Requested: \$460,260.00 (Revenue)

Account #: A2412

Oneida County Dept. Funding Recommendation: \$460,260.00 (Revenue)

Proposed Funding Sources (Federal \$/ State \$/County \$): \$460,260.00 (Revenue)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement, effective January 1, 2024, is by and between the County of Oneida, a New York municipal corporation with offices at 800 Park Avenue, Utica, New York 13501 (“County”) and Cornell Cooperative Extension Association of Oneida County, an extension association approved by Cornell University, under the laws of New York State, having its principal offices at 121 Second Street, Oriskany, New York 13424 (“Cornell Cooperative Extension”).

RECITALS

WHEREAS, the parties executed a Lease Agreement, effective January 1, 2018, whereby the County leased to Cornell Cooperative Extension certain space at 121 Second Street, Oriskany, New York 13424 (the “Property”), and a copy of the Lease Agreement is annexed as Exhibit A; and

WHEREAS, the original term of the Lease Agreement was for five years, from January 1, 2018 through December 31, 2022; and

WHEREAS, the parties executed an amendment to the Lease Agreement, renewing its term for an additional five years from January 1, 2023 through December 31, 2027, and a copy of such amendment is annexed as Exhibit B; and

WHEREAS, Cornell Cooperative Extension will apply for grant funding through the Dormitory Authority of the State of New York to expand the facilities at the Property, and in order to apply for such grant funding, must demonstrate a leasehold interest in the Property of at least five years from the date of the submission of the grant application, to be submitted on January 1, 2024; and

WHEREAS, the parties wish to extend the term of the Lease Agreement for a five-year term from January 1, 2024 through December 31, 2028 to allow Cornell Cooperative Extension to continue to use the Property for its purposes and to apply for the grant, and in exchange the County will receive rent payments from Cornell Cooperative Extension for the term of the Lease Agreement, as extended.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions, and agreements set forth in this Lease Extension Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Lease Agreement. Section 1(a) of the Lease Agreement is hereby amended to extend the term of the Lease Agreement for a period of five years commencing on January 1, 2024 and ending on December 31, 2028.

2. No Other Changes. All other terms and conditions of the Lease Agreement, including the annual rent of Ninety-Two Thousand Fifty-Two Dollars and Zero Cents (\$92,052.00), remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands.

COUNTY OF ONEIDA

CORNELL COOPERATIVE EXTENSION
ASSOCIATION OF ONEIDA COUNTY

Anthony J. Picente Jr.
Oneida County Executive

Mary Beth McEwan
Executive Director

Date

Date

Approved

Andrew Dean, Esq.
Assistant County Attorney

Exhibit A
(Lease Agreement)

**LEASE AGREEMENT
FOR
THE CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ONEIDA COUNTY**

This Lease Agreement is made the 1st day of January, 2018 between the **County of Oneida** (hereinafter "Lessor") a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, New York 13501, and the **Cornell Cooperative Extension Association of Oneida County** (hereinafter "Lessee") a cooperative extension existing under the laws of the State of New York and the United States of America, with its primary offices located at 121 Second Street, Oriskany, New York 13424 (each a "Party" and collectively 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 eight thousand five hundred and eighty-eight (8,588) square feet of space in the premises owned by Lessor and located at 121 Second Street, Oriskany, New York 13424, in the Town of Whitestown, Oneida County, New York (hereinafter the "Demised Premises"). The actual rooms are bounded with grey lines on the attached Exhibit A, entitled Oneida County Farm and Home Center Floor Plan.

1. TERM/RENT AND ADJUSTMENTS

- a. Lessee shall hold the Demised Premises for a term of **Five (5)** years commencing on **January 1, 2018** and ending **December 31, 2022** unless sooner terminated as hereinafter provided.
- b. Annual rent payment shall be Ninety-Two Thousand Fifty-Two dollars and Zero cents (\$92,052.00).
- c. Such rents shall be payable to Lessor in annual payments the first of which is due **January 1, 2018** with the remaining payments due on the first day of each subsequent year thereafter.

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 purposes of Lessee are public in nature, and such furtherance is valuable consideration to Lessor. 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. Lessor 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. Lessor also will provide janitorial services and maintenance of common areas, including public bathrooms, hallways and entrances. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, and security.

5. SECURITY

- a. Lessor shall be responsible for locking the exterior doors to the premises each evening. Lessee may provide additional security measures at its discretion.

6. COMMON AREAS

- a. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, all outdoor areas and all portions of the premises, except those reserved by Lessor and the Demised Premises. Lessor reserves unto itself, its employees, tenants and/or licensees, the portions of the premises currently used by Lessor's maintenance personnel and by the Soil and Water Conservation District. Said reserved portions are bounded with thick black lines on the attached Exhibit A.
- 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 and invitees, 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, its agents and/or employees, 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.
- b. Lessee shall not utilize electricity supplied to the 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 premises, including 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 3, ASSIGNMENT, and at no time will such items be considered a fixture or appurtenance of Lessor's premises. 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 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 advance 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 premises, 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 the premises, including the Demised Premises, may be renovated by Lessor at its sole discretion and expense.

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 the facility.

15. ACCESS BY HANDICAPPED

- a. At all times during the term of this Lease Agreement, those portions of the premises which are made available to Lessee as an adjunct to or part of or along the way to the means of ingress and egress to the Demised Premises shall remain handicapped accessible and safe for the use of Lessee's employees, agents and invitees.

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 Demised Premises, 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 Demised Premises 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' personal property 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 ; and shall further be responsible for all damage caused to the 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 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 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 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 for 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.
- c. If the premises 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.
- d. 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 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. 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, sexual abuse, products, completed operations, and personal and advertising injury. Lessor shall be included as an additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
 - ii. Workers' Compensation and Employer's Liability
 - 1. Statutory limits apply.
 - iii. Business Automobile Liability
 - 1. Business Automobile Liability with limits of at least \$1,000,000 each accident.
 - 2. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

3. Lessor shall be included as an additional insured on the auto policy, on a primary and non-contributing basis.

iv. Commercial Umbrella

1. Umbrella limits must be at least \$1,000,000.
 2. Umbrella coverage must include Lessor as an additional insureds.
 3. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- b. Waiver of Subrogation: Lessee waives all rights against Lessor and its agents, officers, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability, Workers' Compensation and Employer's Liability, and Commercial Umbrella insurance maintained per requirements stated above.
- c. Certificates of Insurance: Prior to execution of this Lease Agreement, Lessee shall provide a certificate of insurance to Lessor. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Lessee'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 Lessor.
- d. 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, 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, 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 the Demised 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. Notices to Lessor shall be addressed to **Deputy Commissioner, Division of Engineering, Department of Public Works, 6000 Airport Road, Oriskany, New York 13424**. Notices to Lessee shall be addressed to: **Executive Director, CCE Oneida County, 121 Second Street, Oriskany, NY 13424**.

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 be renewed, with the approval of the Oneida County Board of Legislators, for two (2) additional five (5) year terms. Lessee shall provide written notice to Lessor of its intentions regarding renewal one hundred and eighty (180) days before the end of any term.

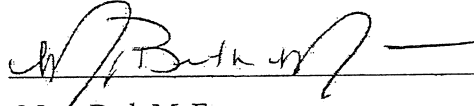
IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

County of Oneida:

Cornell Cooperative Extension
Association of Oneida County:



Anthony J. Picente, Jr.
Oneida County Executive



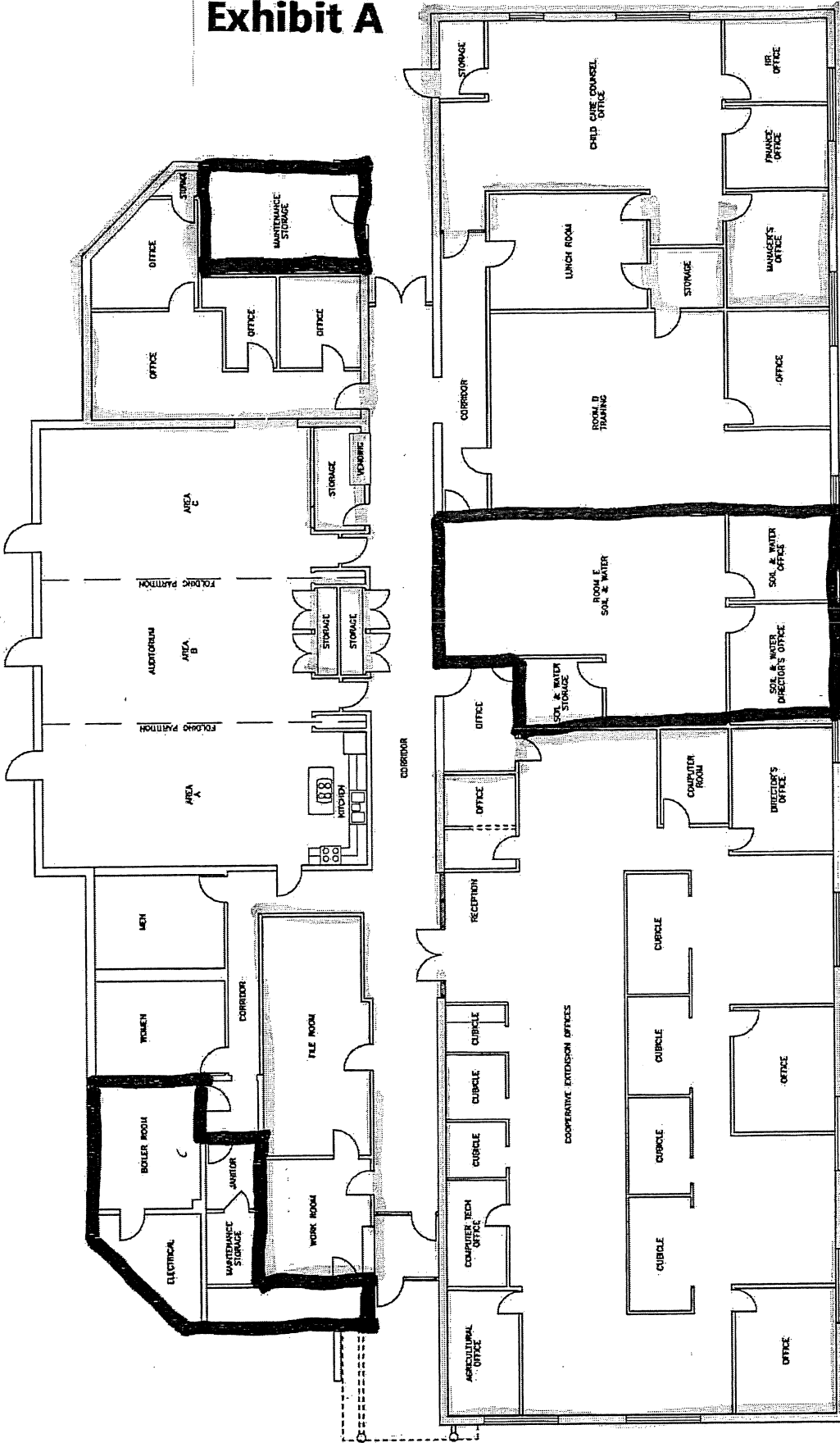
Mary Beth McEwen
Executive Director

Approved:



Linda Bylica Lark, Esq.
Assistant County Attorney

Exhibit A



ONEIDA COUNTY FARM and HOME CENTER
FLOOR PLAN



Exhibit B
(Amendment)

Contract No. 23643

Amendment No. 1

Effective Date January 1, 2023

Amendment


This Amendment modifies the Lease Agreement ("AGREEMENT") entered into the 1st day of January, 2018, between Oneida County ("COUNTY"), and the Cornell Cooperative Extension Association of Oneida County ("LESSEE"), as follows:

1. **Change in Services:** None
2. **Change in time of Performance:** The term of the original AGREEMENT was to end December 31, 2022. The term shall be further extended to December 31, 2027.
3. **Change in LESSEE'S Rent:** None

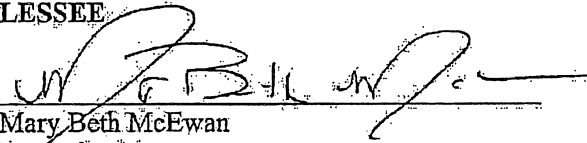
All other terms and conditions remain unchanged.

COUNTY

LESSEE




Anthony J. Picente Jr.
Oneida County Executive



Mary Beth McEwan
Executive Director

Date 12/28/22

Date 11/2/2022

Approved


Robert E. Pronteau, Assistant County Attorney



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

ANTHONY J. PICENTE, JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

November 28, 2023

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

EN 20 23 386

PUBLIC WORKS
 WAYS & MEANS

Dear County Executive Picente,

Enclosed is a contract for the Dormitory Authority of the State of New York (DASNY), a public benefit corporation, to provide interior design services, at no cost to the County or MVCC, for the proposed renovations to Room #102 of Payne Hall on Mohawk Valley Community College's Utica campus. DASNY will also procure such fixtures, furnishings, and equipment for the proposed project.

DASNY's proposes to provide the following, noting that all contracts shall be awarded, held, and administered by DASNY:

| | |
|------------------------------------|---------------|
| 1. Furniture | \$ 148,000.00 |
| 2. Audio/Visual & other Technology | \$ 21,000.00 |
| 3. DASNY Fee | \$ 0.00 |
| Total Proposed Fee: | \$ 169,000.00 |

On September 6, 2023, the Board of Acquisition & Contract approved a Professional Service Agreement (PSA) between the Dormitory Authority of the State of New York (DASNY) and Oneida County to provide the professional design services, as well as procuring fixtures, furnishings, and equipment for the aforementioned project in the amount of \$169,000.00.

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

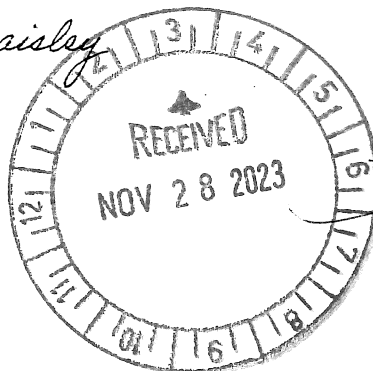
Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
 Commissioner

Enclosures



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

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

Date 11-28-23

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

| | |
|--|--|
| Name & Address of Vendor: | Dormitory Authority of the State of New York 515 Broadway Albany, NY 12207 |
| Title of Activity of Service: | Project Services Agreement (PSA) Payne Hall Room 102 Renovations MVCC Utica Campus |
| Proposed Dates of Operation: | Start on Execution – 12/31/2025 |
| Client Population/Number to be Served: | N/A |

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed Project Services Agreement is for professional interior design services of the renovation of Payne Hall, Room 102 located at the MVCC Utica, NY campus. This agreement allows the Dormitory Authority of the State of New York (DASNY) to provide the services and to procure fixtures, furnishings, and equipment in the budgeted amount of \$169,000.00.

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

3) Program Design and Staffing: N/A

| | | |
|--------------------------|---|--------------|
| 4) Funding | Account #: | H-MVC-111 |
| | Total Funding Requested: | \$169,000.00 |
| | Oneida County Dept. Funding Recommendation: | \$169,000.00 |
| Proposed Funding Sources | Federal: | \$0.00 |
| | State: | \$84,500.00 |
| | County: | \$84,500.00 |

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

PROJECT SERVICES AGREEMENT

This **PROJECT SERVICES AGREEMENT** (this “**Agreement**”) entered into as of _____, 2023 by and between the **DORMITORY AUTHORITY OF THE STATE OF NEW YORK**, a public benefit corporation, with its principal offices located at 515 Broadway, Albany, New York 12207 (hereinafter referred to as “**DASNY**”), the **COUNTY OF ONEIDA**, a local sponsor as defined in §6301 of the Education Law and a municipal corporation and political subdivision of the State of New York (the “**State**”), with a mailing address of 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the “**County**”) and **MOHAWK VALLEY COMMUNITY COLLEGE**, a community college as defined in §6301 of the Education Law, with a mailing address of 1101 Sherman Drive, Utica, New York, 13501 (hereinafter referred to as the “**College**”). The County and the College shall collectively be hereinafter referred to as the “**Client**”. Each of DASNY, the County and the College is hereinafter referred to as a “**Party**” and shall collectively be referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, as more fully set forth in **Exhibit A** attached hereto and made a part hereof, the Client desires DASNY to undertake certain interior design and purchasing services in connection with the construction renovation of the College’s Payne Hall Room No. 102 located in Utica New York (collectively, the “**Project**”); and

WHEREAS, pursuant to Title 4 of Article 8 of the Public Authorities Law, DASNY is authorized to, among other things, design, construct and otherwise provide and furnish facilities for locally sponsored community colleges, including the College;

WHEREAS, the estimated budget for the Project (the “**Project Budget**”), as amended from time to time, is set forth in **Exhibit B** attached hereto and made a part hereof;

WHEREAS, subject to the terms and conditions of this Agreement, the County will provide fifty percent (50%) of the Project Budget (the “**County Share**”), and, subject to appropriations by the State legislature and approval by the State University of New York (“**SUNY**”), the State, through DASNY’s issuance of bonds, will finance, on behalf of the College, the remaining fifty percent (50%) of the Project Budget (the “**College Share**”); and

WHEREAS, the Parties desire to define each of their rights and responsibilities with respect to the Project, including the manner in which the County shall pay the County Share of the Project Budget under this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties do hereby agree as follows:

A. **DASNY Scope of Services.**

DASNY hereby agrees to assume responsibility for the following with respect to the Project:

1. Coordinate interior design services for the College in accordance with the Project Plan, as hereafter defined and as set forth in **Exhibit A**.
2. Purchase all furniture, fixtures and equipment (“**FF&E**”) for the Project in accordance with the Project Plan, in accordance with all applicable laws and DASNY’s Procurement Contract Guidelines. Such procurement services shall include scheduling and coordinating delivery of FF&E. Such services shall also include the procurement of any ancillary services including, installation, training, warranty enforcement (until the College takes over operation), set-up operation, testing, acceptance, and certification of any FF&E. Notwithstanding the foregoing, the Client shall be responsible for any and all onsite project management and oversight associated with the installation, training, receiving, warranty enforcement (until the College takes over Operation), set-up operation, testing, and certification related to FF&E procured by DASNY on behalf of the Client. The Client, or its onsite designee, shall coordinate any and all FF&E installations with the work of the construction project. Dates and times for installation will be mutually established, working within the flow of the overall project progress schedule. There may be opportunities for phased installations (for example floor by floor). Both the Client and DASNY will work together to establish milestone dates for all FF&E deliveries and installations.
3. DASNY will provide copies of all purchase orders and required backup to either the College or County, as requested. After the purchase orders have been issued, the DASNY Purchasing Unit will act as a liaison with the vendors and site personnel to arrange for delivery and installation, as well as to troubleshoot issues that may arise in the process.
4. Subject to Paragraph C set forth below, DASNY will provide one hundred percent (100%) payment for purchase orders issued by DASNY in the first instance in accordance with the confirmation of appropriate receiving advice and vendor invoice. Funding will be made pursuant to Section C below.
5. Pursuant to a Memorandum of Understanding between DASNY and the State University of New York, DASNY will provide complete interior design and/or purchasing services, including pre-costing services in the preliminary stage, at no additional cost to the Client.

B. Responsibilities of the College

Except as may otherwise be provided herein, the College hereby agrees to assume sole and complete responsibility with respect to the following:

1. In consultation with DASNY, develop the program requirements and plan for the Project, including all interior design needs and all FF&E (the “**Program Plan**”). The Program Plan is set forth in **Exhibit A** attached hereto.
2. Provide a representative to act as a liaison with DASNY who is empowered to make decisions as required to effectively and efficiently aid in the progression of the work to be performed with respect to the Project.
3. Provide to DASNY available and existing site information, plans, specifications, drawings, and reports, if any, related to the Project;
4. Timely review and approval of the Program Plan and functional design elements at milestones, such approval to be deemed given if DASNY is not otherwise notified within the time frame allocated for such reviews;
5. Timely review of any other matters given to it by DASNY for its consideration.

C. Project Financing and Disbursement of Funds

The Project Budget set forth in **Exhibit B** to this Agreement and the estimated Project disbursement schedule (the “**Project Disbursement Schedule**”), set forth in **Exhibit C** attached hereto, shall be funded as follows:

1. Prior to entering into any purchase order, contract or agreement for the purchase of FF&E, all funds necessary to pay any and all vendors in full must be on deposit with DASNY. The County and the College will provide an approved list of procurements, specific to both items and quantities to DASNY for the purchase of FF&E and related services. All purchase orders, contracts, agreements and invoices issued and/or paid as a result of the approved list will be promptly distributed to the County and the College.
2. Prior to entering into any purchase order, contract or agreement for the purchase of FF&E, DASNY shall requisition funds from the County pursuant to the Project Disbursement Schedule. Such amounts shall equal to the County’s fifty percent (50%) share of any such purchase order, contract or agreement.

3. The College's Share of the Project Budget shall be funded from appropriations enacted by the State legislature, in part, for the Project and approved by the State University of New York ("SUNY"). To the extent bond proceeds are available, the College's Share of the Project Budget will be provided from the proceeds of bonds issued by DASNY. DASNY and the Client agree to coordinate with SUNY to obtain such approvals as may be necessary to fund the College's Share of the Project Budget in accordance with the terms of this Agreement.

4. Notwithstanding anything contained herein to the contrary, DASNY shall not be obligated or otherwise required pursuant to this Agreement or otherwise to fund the College's Share of the Project Budget or perform hereunder, unless the Project and the College's Share of the Project Budget have been appropriated by the State Legislature and approved by SUNY. Furthermore, in the event the Project Budget increases for any reason, DASNY shall have no obligation to fund the College's Share of the Project Budget or any Project Costs in an amount that exceeds the College's Share of the Project appropriated by the State Legislature and approved by SUNY.

5. Any and all Project Budget expenses or Project Costs in excess of the amount appropriated by the State Legislature and approved by SUNY as the College's Share shall be the sole and absolute responsibility of the County and the College.

6. DASNY shall send all invoices/requisitions for payment to the following designated County and College representatives:

Joseph J. Timpano, CPA, MBA
Oneida County Comptroller
Oneida County Office Building
800 Park Avenue
Utica, New York, 13501
t: (315) 798-5780
f: (315) 798-6415
comptroller@ocgov.net

7. All payments by Mohawk Valley Community College will be by ACH transaction. Instructions to be provided.

8. All interest earned on any advance contributions will be applied to Project Costs contingent upon approval by the designated representatives of the College and the County.

D. Termination

- A. This Agreement may be terminated at any time by either party upon 30 days prior written notice.
- B. In the event of termination by the County pursuant to this Section D, the County and the College shall pay DASNY all Project costs incurred prior to the effective date of termination or arising from termination, including but not limited to any fees, penalties or costs of any kind incurred by DASNY arising from termination of the contract documents awarded prior to termination of this Agreement. In the event of termination by the County pursuant to this paragraph 4(b), DASNY agrees not to award any new contract documents and to minimize Project costs and other costs and expenses arising after receipt by DASNY of the notification of termination.
- C. In the event of termination by DASNY pursuant to this Section D, the County shall pay DASNY all Project costs incurred prior to the effective date of termination or arising from termination, including but not limited to any fees, penalties or costs of any kind incurred by DASNY arising from termination of the contract documents awarded prior to termination of this Agreement. In the event of termination by DASNY pursuant to this paragraph 4(c), DASNY agrees not to award any new contract documents after receipt by the County of the notification of termination and to minimize costs and expenses.
- D. The payment to DASNY by the County of any Project costs pursuant to this Paragraph 4 shall not be construed as a waiver of any of the County's rights under this Agreement, and shall have no prejudicial effect on the County's enforcement of such rights or prosecution of such claims.

E. Amendments to this Agreement

This Agreement may not be changed or modified orally, but only by an agreement in writing and signed by the all Parties.

F. Laws of New York State

This Agreement shall be construed in accordance with the Laws of the State of New York. The Parties agree that venue for any action arising out of this agreement shall lie in Oneida County, New York.

G. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed inserted therein and this Agreement shall be read and shall be enforced as though so included therein.

H. Compliance with Laws, Rules and Regulations

The Parties shall comply fully with all applicable laws, rules and regulations.

I. Assignment

No Party shall assign this Agreement without prior written consent of the other Parties.

J. Waiver

Failure on the part of any Party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

K. Independent Contractor

It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this Agreement and that DASNY and any employees of DASNY are not, nor shall they be deemed to be, employees of the Client.

L. Severability

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Entire Agreement

This Agreement and the Exhibits attached hereto constitute the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein.

N. Executory Clause

The Parties recognize and acknowledge that the obligations of the Client under this Agreement are subject to annual appropriations by the Oneida County Legislature and Oneida Community College Board of Trustees, respectively. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The Client shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement.

The Parties further recognize, acknowledge and agree that this Agreement and any contracts entered into by DASNY hereunder shall be deemed executory to the extent of moneys available from either: (1) the proceeds of bonds issued by DASNY, (2) moneys made available by the Client, (3) other non-DASNY moneys made available from whatever source specifically for the purposes set forth hereunder, and no liability shall be incurred by DASNY beyond moneys available therefore.

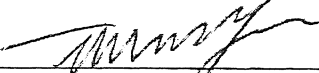
[remainder of this page intentionally blank]

IN WITNESS WHEREOF, this Agreement has been duly executed the date and year first written above.

COUNTY OF ONEIDA

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

MOHAWK VALLEY COMMUNITY COLLEGE

By:  _____ 8/16/73
Name: Thomas G. Squires
Title: VP Administrative Services

**DORMITORY AUTHORITY OF THE
STATE OF NEW YORK**

By: _____
Name: Stephen D. Curro
Title: Managing Director Construction

Exhibit "A"
Project

Scope of Work and Schedule

Mohawk Valley Community College

Scope of Work:

Interior Design

DASNY shall provide interior design services to the College for the construction renovation of the College's Payne Lecture Hall. The majority of the interior design services will be related to furnishings and space layouts/design. The College however reserves the right to request that DASNY undertake interior design services on an as needed basis in other areas of the FF&E procurement scope or as otherwise may be required or requested. DASNY shall meet extensively with the College Faculty/Staff, as well as technical staff, as may be required or necessary to develop a full understanding of the FF&E items needed to be procured. The College shall provide list(s) of all already specified FF&E items to DASNY where interior design services are not needed.

Purchasing

DASNY, in accordance with all applicable laws, DASNY's Procurement Contract Guidelines and the Project Budget as amended from time to time, shall procure such fixtures, furnishings, equipment as may be directed by the College and the County. The list may include, but shall not be limited to the types and categories of FF&E as set forth below:

Furniture and Fixtures:

Furniture and Fixtures including but not limited to instructor tables, seating, whiteboards, podium, acoustical panel and window treatments.

Technology:

Technology/Audio Visual Equipment including but not limited to a projector and retractable projection screen. The parties acknowledge and agree that the above referenced list of FF&E is subject to change upon the request of the College, and FF&E may be added, omitted, altered and modified at the direction of the College.

Anticipated Milestone Schedule:

| | |
|---|---------------|
| + Project site available for FF&E Delivery & Installation: | June 3, 2024 |
| * Substantial Completion: | July 8, 2024 |
| + FF&E Substantial Completion: | July 8, 2024 |
| * Complete Project Closeout: | July 14, 2024 |
| + 100% Installation & Punchlist Completion: | July 14, 2024 |

Legend:

- * Dates/Durations for the prime contractors, reference only.
- ** The above dates are projected off the Oneida County schedule for Legislative Approval and are our best estimates at the time this document is written.
- *** Building Flush Out dates will need to be coordinated with FF&E delivery/installation to determine if FF&E needs to immediately precede or follow.
- + **Key DASNY/FF&E Dates**

Exhibit B

| | |
|-----------------------|--------------------|
| Furniture: | \$148,000.00 |
| AV/Technology: | <u>\$21,000.00</u> |
| Total Project Budget: | \$169,000.00 |

Exhibit C
Project Disbursement Schedule

| <u>Installments:</u> | <u>Amount:</u> |
|--|-----------------------|
| 1st Installment: | |
| Invoice Date: Execution of this Agreement: | \$ 169,000 |
| Payment Date: May 1, 2024 | |

DASNY shall submit a voucher to the County for estimated Project Costs as set forth above. The County shall promptly pay to DASNY an amount sufficient to cover the County's Share. In the event funds on deposit with DASNY are insufficient for any reason to pay the County's Share of the Project costs, DASNY shall invoice the County for such deficiencies and the County shall remit such deficiency to DASNY via ACH transfer within five business days.

All funds County funds remaining on deposit with DASNY upon completion of the Project, the payment of all Project invoices and any other fees and expenses of DASNY related to the Project shall be returned to the County by ACH transaction. ACH instructions will be provided by the County at such time.



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

ANTHONY J. PICENTE, JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

November 28, 2023

FN 20 23 - 382

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

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

Enclosed is a contract for the Dormitory Authority of the State of New York (DASNY), a public benefit corporation, to manage the planning, design, and construction of the proposed renovations to Room #102 of Payne Hall on Mohawk Valley Community College's Utica campus. DASNY also provides a multitude of related services ranging from financial services, code compliance, permitting, energy consulting, and others.

DASNY's proposes to provide the following, noting that all contracts shall be awarded, held, and administered by DASNY:

| | |
|------------------------------|---------------------|
| 1. Planning and Design Phase | \$ 27,925.00 |
| 2. Construction / Closeout | \$ 169,500.00 |
| 3. DASNY Fee | <u>\$ 12,000.00</u> |
| Total Proposed Fee: | \$ 209,425.00 |

On June 21, 2023, the Board of Acquisition & Contract accepted a proposal from the DASNY for a Project Management Agreement (PMA) to manage the planning, design, and construction of proposed renovations to Room #102 of Payne Hall on MVCC's Utica Campus in the amount of \$209,425.00.

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

Thank you for your continued support.

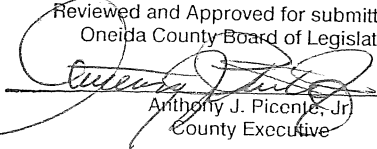
Sincerely,

Matthew S. Baisley

Matthew S. Baisley
 Commissioner

Enclosures



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

 Anthony J. Picente, Jr.
 County Executive
 Date 11-28-23

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Dormitory Authority of the State of New York
515 Broadway
Albany, NY 12207

Title of Activity of Service: Project Management Agreement (PMA)
Payne Hall Room 102 Renovations
MVCC Utica Campus

Proposed Dates of Operation: Start on Execution – 12/31/2025

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed Project Management Agreement is for professional consulting and management services for the renovation of Payne Hall, Room 102, located at the MVCC Utica campus. This agreement allows for the Dormitory Authority of the State of New York (DASNY) to manage the planning, design, and construction of the proposed renovations to Room 102. The amount of \$209,425.00 covers the cost of planning, design, construction, and closeout phases, as well as a consulting fee for DASNY.

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

3) Program Design and Staffing: N/A

4) Funding

| | |
|---|----------------------|
| Account #: | H-MVC-111 |
| Total Funding Requested: | \$209,425.00 |
| Oneida County Dept. Funding Recommendation: | \$209,425.00 |
| Proposed Funding Sources | Federal: \$0.00 |
| | State: \$104,712.50 |
| | County: \$104,712.50 |

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

PROJECT MANAGEMENT AGREEMENT

BETWEEN

DORMITORY AUTHORITY OF THE STATE OF NEW YORK,

MOHAWK VALLEY COMMUNITY COLLEGE

AND

THE COUNTY OF ONEIDA

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PROJECT MANAGEMENT AGREEMENT

This **PROJECT MANAGEMENT AGREEMENT** (this “**Agreement**”) is entered into as of (DATE) by and between the **DORMITORY AUTHORITY OF THE STATE OF NEW YORK**, a public benefit corporation with its principal offices located at 515 Broadway, Albany, New York 12207 (hereinafter referred to as “**DASNY**”), the **COUNTY OF ONEIDA**, a local sponsor as defined in Section 6301 of the Education Law and a municipal corporation and political subdivision of the State of New York (the “**State**”), with a mailing address of 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the “**County**”) and the **MOHAWK VALLEY COMMUNITY COLLEGE**, a community college as defined in Section 6301 of the Education Law, with a mailing address of 1101 Sherman Drive, Utica, New York, 13501 (hereinafter referred to as the “**College**”). The County and the College shall collectively be hereinafter referred to as the “**Client**”. Each of DASNY, the County and the College is hereinafter referred to as a “**Party**” and shall collectively be referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to (Title 4 of the Article 8 of the Public Authorities Law (Public Authorities Law § 1675 et seq: the “Dormitory Authority Act” and §1680 (subdivision 13)), DASNY is authorized by law to enter into agreements pursuant to which DASNY may manage the design, construction, reconstruction or rehabilitation of facilities for the College; and

WHEREAS, the College and the County wish for DASNY to undertake the management, design and renovation of the Payne Lecture Hall (the “**Project**”); and

WHEREAS, DASNY and Client agree, subject to the provisions of this Agreement, to undertake the **Project**; and

WHEREAS, subject to the terms and conditions of this Agreement, the County will provide funding equal to fifty percent (50%) of the Project Budget, as hereafter defined (the “**County Share**”), and, subject to appropriations by the State Legislature and approval by the State University of New York (“**SUNY**”), the State, through DASNY’s issuance of bonds, will finance, on behalf of the Client, the remaining fifty percent (50%) of the Project Budget (the “**College Share**”); and

WHEREAS, the program is authorized by the Dormitory Authority Act and the College and the County are authorized to pay DASNY for said services; and

WHEREAS, this Project Management Agreement identifies, among other things, the County Share and the College Share to be utilized to pay the costs of the Project to be undertaken by DASNY in accordance with the provisions of this Agreement; and

WHEREAS, DASNY, the College and the County desire to define each of their rights and responsibilities with respect to the management, funding, design and renovation of the Project.

NOW, THEREFORE, in consideration of these premises, the Parties do hereby agree as follows:

I. Purpose

The purpose of this Agreement is to set forth the mutual understandings between DASNY, the College and the County, which will govern the relationship among the Parties with respect to the management, funding, design and renovation of the Project. This Agreement is intended to govern all activities heretofore and hereinafter undertaken by DASNY, the College and the County in connection with the Project.

II. Design and Construction Management

A. Management of the Planning, Design, and Construction of the Project

DASNY shall manage the planning, design and construction of the Project. In connection therewith, DASNY shall contract for the design of the Project in accordance with the Dormitory Authority Act and as provided in this Agreement and shall administer the design contract. The administration of the design contract shall include program development, schematic design, design development, value engineering as requested by the Client, constructability review, preparation of construction and bid documents, contract award and the construction phase of the Project as agreed to by DASNY and the Client.

During the course of the design, DASNY shall provide the Client with updated estimates of construction costs. If DASNY determines that the cost to construct the Project consistent with the scope is likely to exceed the Project Budget, DASNY shall, if requested by the either the College or the County, provide alternative solutions as well as cost estimates associated with each alternative solution to the Client. If so requested, DASNY shall amend its contract with the design professional to reflect the change of the professional's scope of work, as hereinafter provided.

The Client shall advise DASNY whether it wishes to adopt one or more such alternate solutions or may instead inform DASNY that it wishes to increase the original Project Budget.

B. Selection of Term Consultants

The selection of any design professional shall be made pursuant to a competitive process in accordance with all applicable laws and DASNY's Procurement Contract Guidelines as such may be amended from time to time. DASNY will provide the Designated Official(s) with a list of DASNY Term Consultants and meet with the Designated Official(s) to discuss which firm(s) are capable of performing the design services, and to ultimately select a firm. Thereafter, DASNY will award, hold, and administer the Work Order to the Term Consultant contract. The design fee for the Term Consultant will be based upon the fee schedule from the Term Contract.

C. Selection of Construction Contractors

The selection of any contractor for the performance of work for the Project shall be done through a competitive process by DASNY in accordance with all applicable laws and DASNY's Procurement Contract Guidelines, as such may be amended from time to time. In the event DASNY determines to use a Job Order Contractor ("JOC") in connection with the Project, DASNY shall consult with the Designated Official(s) prior to engaging such JOC for the Project.

DASNY shall provide the Designated Official(s) with the identity of each contractor and the apparent low bidders for each contract. Prior to making any determination concerning the responsibility of a contractor or bidder, DASNY shall: (i) consider all information in its possession regarding the bidder relevant to such determination and (ii) consider any information which the Designated Official(s) may provide DASNY with respect to such contractor or bidder. Except as otherwise agreed by the Parties hereto, the Designated Official(s) shall provide any such information within ten (10) business days following receipt of the above-described information from DASNY.

DASNY shall make all determinations concerning the responsiveness and responsibility of contractor or bidders consistent with DASNY's legal obligations.

All contracts shall be awarded, held, and administered by DASNY.

All the contracts entered into by DASNY pursuant to this Agreement on behalf of the Client shall be procured subject to the Procurement Policy of DASNY, promulgated in accordance with Public Authorities Law Section 2879.

D. Responsibilities of the Client

Except as may otherwise be provided herein, the Client shall assume sole and complete responsibility for the following with respect to the Project:

1. All Project program planning and development;
2. Selection of the Project site;
3. Provision of Project program information to DASNY on a timely basis for the Project;
4. Providing to DASNY available and existing plans, specifications, drawings, and reports, if any, related to the Project;
5. Timely review and approval of the programmatic and functional design elements at milestones, in accordance with the agreed upon Project Schedule (as described hereinafter), which approval may be communicated via email, facsimile transmission or any other method agreed upon by the Parties and, such approval to be deemed given if DASNY is not otherwise notified within the time frame allocated for such reviews;

6. Identifying in writing the Designated Official(s) for the College and/or the County to act as a liaison with DASNY and participate in Project progress meetings. The Designated Official(s) shall have the authority to make decisions as required to effectively and efficiently aid in the progression of the work to be performed with respect to the Project and carry out the responsibilities required by this Section;
7. To the extent that the College has control of the Project site, the College shall provide access to areas for planning, design, construction, renovation, installation of utilities, testing, and other related activities necessary to progress the work, consistent with the safe and efficient operation of the facility at which the Project is occurring;
8. To the extent that the College does not have control of the Project site, the College shall cause access to the area to be provided for planning, design, construction, renovation, installation of utilities, testing, and other related activities necessary to progress the work, consistent with the safe and efficient operation of the facility at which the Project is occurring;
9. The Client recognizes that program changes, delays, or any other matters may alter the Project Schedule and the Project Budget. To that extent, both the Project Schedule and the Project Budget shall be adjusted upon mutually agreeable terms of all Parties to this Agreement in accordance with the provisions of Sections D, E, and F of this Article;
10. Timely review of any other Project matters given to it by DASNY for its consideration. Client is solely responsible for any claims or damages arising out of any alleged untimely review of such matters;
11. Timely review of design submissions for schematic phase, design development phase, and construction document design submissions as applicable to a particular project. The Designated Official(s) will review design documents for constructability and meeting of program requirements for the Project. The Designated Official(s) will have ten (10) business days to review submissions and respond with written comment or approval; and
12. Provide the construction permit(s) prior to advertisement for bids by DASNY.
13. On a periodic basis the Designated Official(s) will participate in a walk-through of the Project with DASNY and the design professional to ensure compliance with the Client's program requirements. The Designated Official(s) will have five (5) business days to provide written notification of construction deficiencies.

14. Review and approve or reject any proposed plans relating to disposition or remediation of issues regarding hazardous materials.

E. Responsibilities of DASNY

Except as may otherwise be provided herein, DASNY shall assume responsibility for the following with respect to the Project:

1. General Administration

DASNY shall:

- (a) For the Project, undertake all actions necessary to ensure compliance with the New York State Environmental Quality Review Act (“SEQRA”), as more specifically described in Article V of this Agreement. The Client acknowledges that these approvals must be obtained, and the SEQRA must be completed, prior to the construction phase of the Project;
- (b) Represent the interests of the Client in the field and maintain liaison between the Client and the design professional, consultants, contractors, vendors, and all trade contractors;
- (c) Select, award, administer and oversee, in consultation with the Client, the contracts required by this Agreement in a manner which will ensure conformance with Project scope requirements, budget constraints, and time schedules. Such contracts held by DASNY shall contain language permitting DASNY to assign any contract to either the College or the County without need for concurrence by the design professional(s) and/or contractor(s);
- (d) Provide standard DASNY procurement documents, modified as required to satisfy the Client and DASNY, for each bid package, prior to bidding;
- (e) When applicable, solicit and receive proposals or bids for design, construction, reconstruction, renovation, rehabilitation, and equipping of and otherwise providing for the Project; award, administer, and oversee all contracts. Said contracts shall, at a minimum, contain provisions regarding the following:
 1. The payment of actual or liquidated damages by the contractor for failure of timely completion; said damages shall be credited to the Client as the damaged party, unless said damages represent construction costs, in which event any

such damages will be credited to the applicable Project Budget.

2. Contractor compliance with all applicable local, state, and federal rules and regulations, and all applicable construction standards and other accrediting agencies and organizations to the extent applicable.
3. Basic insurance coverage as required by the general conditions for each DASNY contract (the “**General Conditions**”) including, but not limited to, workers compensation insurance, New York State disability insurance, commercial general liability insurance, builder’s risk and professional liability insurance, where applicable, naming DASNY, the College and the County, as insured parties in accordance with Article VII (a) herein where appropriate, such additional insurance coverage as may be agreed upon by the Client and DASNY as applicable as well as any insurance to be provided by the party with the insurable exposure.
4. The requirement of bonds for performance and payment.
5. All construction warranties and guarantees.
6. Method, schedule, and terms of payments.
7. Provisions for contractor and sub-contractor audits.
8. Adequate insurance for stored materials.
9. As built drawings.
10. Non-discrimination and affirmative action provisions.
11. Providing that in addition to, and not in limitation of, the insurance requirements applicable to the consultant/contractor, the consultant/contractor agrees: (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the College or the County, the consultant/contractor shall indemnify and hold harmless the College and the County, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly or indirectly out of the acts or omissions hereunder by the consultant/contractor or third

parties under the direction or control of the consultant/contractor; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this agreement and to bear all other costs and expenses related thereto.

- (f) Provide assistance with Project permitting and code compliance reviews as requested or required;
- (g) Provide Project quality assurance inspections, and testing of life safety systems;
- (h) Provide technical assistance to the Client as requested;
- (i) Receive and reply to all contractor's correspondence pertaining to the Project and provide the Client with copies of such correspondence when appropriate or necessary;
- (j) Prepare, develop, and maintain on-site record keeping systems;
- (k) Provide copies of correspondence or Project information as requested by the Client;
- (l) Assist the Client in defending any claims arising out of existing or complete contracts related to the Project;
- (m) Provide the Client with copies of all design and construction contracts, bond, guaranties, and policies of insurance as the Client may reasonably request with respect to the Project; and
- (n) DASNY agrees that the Client may at any time and from time to time cause a partial or complete post-audit to be made of all the books and records of DASNY pertaining to the Project, and DASNY shall cause consultants and contractors to make available for a period of six (6) years from the completion date such books and records for such examination at DASNY's offices; notwithstanding the foregoing, DASNY shall preserve all records related to the Project and its funding for a period of six (6) years or as required by law or reasonably requested by the Client, whichever period is longer.

2. Meetings

DASNY shall:

- (a) Conduct Project design meetings in compliance with the General Conditions to the design contract with the design professional, the Designated Official(s), and other interested parties as required, to develop and review the progress and quality of the work performed on a weekly or as needed basis; and
- (b) Conduct Project meetings in compliance with the General Conditions to the contract with each contractor, the Designated Official(s), (at the Client's option) and other interested parties as required, to review the progress and quality of the work performed on a weekly or as needed basis; and
- (c) Conduct Project coordination meetings as required to progress the work on a weekly or as need basis; and
- (d) Conduct monthly management meetings to review Project status, schedule, and budget with the Designated Official(s).

3. Scheduling

DASNY and the Client recognize the importance of maintaining and adhering to pre-construction and construction schedules and shall coordinate fully all scheduling efforts. DASNY shall:

- (a) Develop and monitor a pre-construction and construction schedule for the Project which shall be referred to as the "**Project Schedule**". DASNY shall update the Project Schedule on a monthly basis or when circumstances exist which may result in significant impacts to the progress of the work or end date of the Project. Copies of each updated Project Schedule shall be provided to the Designated Official(s). The Project Schedule shall include, if requested by the Client, a narrative report providing information as to whether the Project completion has or will be affected, the actions taken with respect thereto, and the means by which the delays, if any, will be overcome; and
- (b) Provide a Project Schedule that includes all design, procurement, and construction responsibilities and milestones of the Client.

4. Testing and Inspection

DASNY shall:

- (a) Provide and manage all construction related testing and inspection programs; and

- (b) Acquire or satisfy requirements for all applicable permits and inspection certificates; and
- (c) Provide the Client with copies of the results of all such testing and inspection and copies of all applicable permits and inspection certificates and such related items as the Client may reasonably request.

5. Quality Control

DASNY shall:

- (a) Issue all required clarifications and revisions to construction contracts to the appropriate contractor(s);
- (b) Inspect all Project work at a frequency commensurate with the work performed for quality and conformance to the construction contracts and advise contractor(s) of necessary corrective work;
- (c) Prepare "**Exception Reports**" at various stages of completion as required and distribute them to the appropriate contractor(s) for necessary corrective work;
- (d) Make final inspection of the Project with the Client and the design professional using the construction contracts as the basis for determining whether the contract requirements have been fulfilled and prepare jointly with the Client and the design professional, a "**Final Punch List**" for the Project including a schedule for the completion of same and distribute to the appropriate contractor(s) for necessary corrective action; and
- (e) Follow up all corrective notices to contractors and monitor the schedule for timely completion.

6. Progressing the Work to Completion

DASNY shall:

- (a) Expedite and coordinate the progress of the work of the design professional and other consultants;
- (b) Expedite and coordinate the work of all contractors;
- (c) Determine the cause of and responsibility for any delays and direct appropriate remedial action and promptly provide notice to the Designated Official(s) of such delay and remedial action;

- (d) Identify potential delays and direct the contractors to take the necessary mitigating measures and promptly provide notice to the Designated Official(s) of such delay and remedial action; and
- (e) Implement an appropriate administrative process for enforcement of contractual remedies.

7. Payments to Design Professionals, Consultants and Contractors

DASNY shall:

- (a) Review and approve each detailed payment breakdown and provide the payment breakdown and DASNY's review thereof to the Designated Official(s) upon request;
- (b) Review and approve all design and construction related requisitions for payment; and
- (c) Make payment on all approved requisitions; and
- (d) If any notice of public improvement lien at any time is filed against any funds of the Project due contractor, withhold from the contractor responsible for the performance of the work that relates to the amount required by law until the lien is discharged of record. DASNY shall promptly notify the Client of any such notice.

8. Changes in the Work

DASNY shall:

- (a) Implement and enforce procedures for the processing of change orders;
- (b) Process all change orders and amendments to contracts as required to complete the work and provide notice thereof to the Client;
- (c) Consult with the design professional concerning proposed program and functional design changes for the Project. All such changes must be approved by the Client in writing prior to their implementation;
- (d) Inform the Client of any significant changes in the standard procurement documents provided under Article II E (1)(d).

9. Preparation and Dissemination of Reports

DASNY shall provide to the Client:

- (a) Monthly progress reports;
- (b) Construction related reports required by Federal, State, and local authorities; and
- (c) Employment Opportunity Reports as required by Article 15-A of the Executive Law and
- (d) Any reports that are from time to time reasonably requested by the Client;
- (e) When requested by the Client, the requisitions for payment for any contractors and consultants in accordance with a DASNY contract.

10. Close Out Procedures

DASNY shall:

- (a) Establish that the following has been received from the contractors and vendors and forwarded expeditiously to the design professional:
 - 1. All necessary guarantees and warranties;
 - 2. As-built drawings;
 - 3. Operating and maintenance manuals, including full sequences of operations for all equipment and systems;
 - 4. Certificates of compliance, occupancy, and any similar certificates; and
 - 5. Other items required by the contract.
- (b) Establish that all operating instructions, training, and warranties have been given to the College's personnel consistent with contract requirements;
- (c) Turn over to the College all accepted as-built drawings, manuals, and reports submitted by the design professional, contractors, and consultants upon completion of work, including all documents requiring approval by the design professional of record;
- (d) Certify to the Client that the costs of the Project have been paid in full to date, and that all remaining charges and Project costs will be paid

in full with the proceeds of the final disbursement; obtain a general release from each contractor concurrent with reduction of retainage or final payment.

- (e) Obtain the consent of any applicable surety for reductions of retainage and final payment.

11. Minority and Women Owned Business Participation

DASNY shall:

- (a) Implement and administer an “Employment Opportunities Program” for the Project that fosters meaningful minority and women-owned business participation from the perspective of employment and contracting in accordance with Article 15-A of the Executive Law and applicable DASNY guidelines; and
- (b) In the administration of its Employment Opportunities Program charge such costs to the Project as part of the fee detailed in Article IV.

F. Cooperation and Joint Responsibilities

1. The Parties hereby agree to cooperate to the best of their ability with each other and with other involved third parties with respect to resolution of issues involving the Project. In the event the Parties are unable to agree on the resolution of a dispute hereunder at the staff level, the Managing Director of Construction of DASNY and the Designated Official(s), or their designees, will meet within five (5) business days of either Party's request therefore, to resolve the dispute. In the event that the Managing Director of Construction of DASNY and the Designated Official(s), or their designees are unable to resolve the dispute at such meeting, they may agree to further appropriate dispute resolution procedures.

2. The Parties hereby agree to cooperate with each other in the resolution of any and all community issues with respect to the Project.

3. The Parties hereby agree to cooperate with each other when a Party is the subject of or participant to an investigation or audit.

III. Financial Management

A. Establishment of the Project Budget

In collaboration with the Client, DASNY shall develop the Project Budget. The Project Budget shall consist of all estimated design costs (the “**Estimated Design Cost**”), all estimated costs associated with the construction/renovation of the Project, including any fixtures, equipment and contingences associated therewith (the “**Estimated Construction Cost**”) and the DASNY Project

Management Fee, as defined in Article IV below for the Project. The Estimated Design Cost, the Estimated Construction Cost and the DASNY Project Management Fee for the Project shall collectively be referred to as the “**Project Budget**”. The Client shall provide to DASNY funding equal to the Project Budget, as amended from time to time, as hereafter defined, to cover all costs, including DASNY’s fees, for the Project. The Client will notify DASNY in writing of the total available funding for the Project and provide DASNY with the funding source or funding sources together with any related supporting documentation. If this allocation of funding changes at any time during the Project, the Client will communicate such changes to DASNY in writing as soon as possible.

B. Project Funding

1. Prior to DASNY executing a contract with a design professional for the design of the Project, the Client shall provide design funding authorization in an amount sufficient to pay the Estimated Design Cost. Prior to the bidding or execution of a construction procurement by DASNY, the Client shall provide DASNY with all construction funding authorization in an amount sufficient to pay the Estimated Construction Costs. DASNY shall not award a contract or an amendment to an existing contract for the Project if the cost of such contract or amendment would cause the Project Budget to be exceeded without an appropriate amendment to the applicable construction procurement.

2. In the event that DASNY receives a request for change order(s) or Project Budget amendment(s), the total of which surpasses the amount formulated in the Project Budget as a contingency set aside for same, DASNY shall notify the Client of the existence of such a request. Thereafter, the Client and DASNY shall meet to determine why the limit has been reached and the probable amount of additional funds that may be required to complete the Project or reductions in the scope necessary to keep the Project within the Project Budget. The Client shall deliver to DASNY its written approval or direction with respect to any such change order or Project Budget amendment, in accordance with the provisions of Article IX hereunder. The College and the County shall provide DASNY with evidence of funds or commitment of funds sufficient to fund any change order(s), amendment(s) to the Project Budget, or additional procurement(s).

C. Project Cash Flow and Billing

1. In connection with the development of the Project Budget, DASNY shall provide the Client with an estimated cash flow schedule. The cash flow schedule for the Project shall be divided into a design phase and a construction phase.

2. Based on the estimated cash flow schedules the County shall initially pay to DASNY an amount sufficient to cover an amount equal to the County Share of the Project Budget for the first four months of the Project, including an amount sufficient to cover the Project Management Fee estimated to be payable during such period. Thereafter, on a quarterly basis DASNY shall submit a voucher to the County for the projected Project Budget and Project Management Fee for the next ninety day period. The County shall pay such costs to DASNY not later than thirty (30) days after receipt of a requisition from DASNY for payment. These additional costs shall be included in the Project Budget.

3. The County Share of the Project Budget shall equal 50% of the Project Budget. The State Share of the Project Budget shall equal 50% of the Project Budget, subject to appropriation enacted by the State legislature for the Project and approved by the State University of New York (“SUNY”). To the extent State Appropriation is available, the State’s Share will be provided from SUNY. DASNY and the Client agree to coordinate with SUNY to obtain such approvals as may be necessary to fund the State’s Share of the Project Budget, including the Project Management Fee, in accordance with the terms of this Agreement. Notwithstanding anything contained herein to the contrary, DASNY shall not be obligated or otherwise required pursuant to this Agreement or otherwise to fund the State’s Share of the Project Budget or perform hereunder, unless the Project and the State’s Share of the Project Budget have been appropriated by the State Legislature and approved by SUNY. Furthermore, in the event the Project Budget increases for any reason pursuant to Paragraph I.A above, DASNY shall have no obligation to fund the State’s Share of the Project Budget, or any Project costs in an amount that exceeds the College’s Share of the Project appropriated by the State Legislature and approved by SUNY.

4. Any Project costs in excess of the amount appropriated by the State Legislature for the Project and approved by SUNY as the State’s Share shall be the sole and absolute responsibility of the Client.

5. DASNY will establish and maintain an account at a commercial bank to be designated the “**Mohawk Valley CC Account**”. All interest earned on the account shall be applied to pay Project costs as directed by the County. The County funding deposited into the account shall be invested in or collateralized by US Treasury Securities or other investments authorized by DASNY’s investment guidelines as such may be amended from time to time, until needed to pay Project costs.

6. DASNY shall use the funds on deposit in the Mohawk Valley CC Account to make all direct payments as maybe necessary for the Project costs.

7. Upon completion of the Project and the final payment of all related Project costs and related commitments are made by DASNY, any unused funds in the Mohawk Valley CC account shall be returned the County, unless otherwise directed.

8. DASNY shall send all invoices/requisitions for payment to the following designated Client representative:

Joseph J. Timpano, CPA, MBA
Oneida County Comptroller
Oneida County Office Building
800 Park Avenue
Utica, New York, 13501
t: (315) 798-5780
f: (315) 798-6415
comptroller@ocgov.net

9. All payments by Oneida County will be by ACH transaction as set forth below:

ACH Instructions:

To be provided by DASNY Construction/Project Financial Administration

IV. DASNY Fees

DASNY shall be paid a “**Project Management Fee**” in an amount that does not exceed the amount specified in the Project Budget for Project to provide for the salaries, costs and expenses of DASNY incurred in performing its obligations under this Agreement, unless said amount is amended pursuant to the terms hereof. Fees will not be assessed on reimbursable expenses, including but not limited to laboratory testing. These items will be reimbursed to DASNY on an actual cost basis.

V. Compliance with the State Environmental Quality Review Act (SEQRA) and other Environmental and Historic Preservation Laws

A. State Environmental Quality Review (SEQR)

County shall be responsible for performing functions necessary to comply with the implementing regulations of SEQRA (6 NYCRR Part 617) and, and where applicable, the policies and procedures of DASNY with respect to SEQRA, including the designation of involved agencies and interested parties.

B. State Historic Preservation Act (SHPA)

County shall be responsible for coordinating with the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) as necessary pursuant to Section 14.09 of the Parks, Recreation and Historic Preservation Law and, where applicable, the policies and procedures of DASNY with respect to SHPA. County

shall provide DASNY with the appropriate project sign-offs when issued from OPRHP.

C. Smart Growth Policy Infrastructure Policy Act

County shall be responsible for conducting the reviews required under the Smart Growth Public Infrastructure Policy Act.

D. Other Environmental Laws

To the extent applicable, Client shall be responsible for compliance with other environmental laws, if required.

E. Cooperation

Client agrees to provide the necessary information to enable DASNY to undertake the environmental and historic reviews required pursuant to statute or DASNY policy.

F. Zoning Laws and ordinances

Client shall, to the extent applicable, comply with existing zoning laws, ordinances and procedures prescribed thereunder.

VI. Indemnification

The Client agrees and shall indemnify and hold DASNY harmless from and against any and all claims, liability, damages, demands, costs, judgments, fees, including costs of litigation and public or private attorney's fees, for loss or damage to property of, or any injury to, or death of, any or all persons arising out of, or in connection with the Project undertaken pursuant to this Agreement, except to the extent that claims, liability, damages, demands, costs, judgments, fees, including costs of litigation and public or private attorney's fees, or loss or damage to property of, or any injury to or death of any person, are caused by the intentional, negligent, grossly negligent, or reckless acts or omissions of any design professional, construction contractor, DASNY, or any of their members, officers, agents, representatives or employees.

VII. Insurance

A. DASNY shall require its design professional, consultants, contractors or subcontractors or sub consultants retained for the Project to comply with the insurance requirements contained in DASNY's Professional Services contracts or General Conditions for Construction, as appropriate. Said contracts shall also be required to contain the following provision pertaining to the defense and indemnification of the Client:

In addition to, and not in limitation of, the insurance requirements applicable to the consultant/contractor, the consultant/contractor agrees: (a) that except for the

amount, if any, of damage contributed to, caused by or resulting from the negligence of the College or the County, the consultant/contractor shall indemnify and hold harmless the College and the County, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the consultant/contractor or third parties under the direction or control of the consultant/contractor; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this agreement and to bear all other costs and expenses related thereto.

B. DASNY may also procure professional liability or such other insurance as it reasonably deems necessary to protect DASNY and its members, officers and employees from any losses, damages, liabilities, claims or judgments for which it may be responsible in connection with the performance of its responsibilities under this Agreement and for which it may not be entitled to indemnification under Section VI of this Agreement.

VIII. Defaults and Remedies

A. As used herein, "Event of Default" shall mean:

1. In the case of the College or the County, a failure on the part of the College or the County to keep and perform any material terms or condition of this Agreement on the Client's part to be performed after ten (10) calendar days' notice in writing thereof has been delivered to the Client in accordance with the provisions of Article IX herein, and such default shall not have been cured (or substantial steps undertaken and diligently prosecuted to cure in the event the default is not susceptible of cure) within said ten (10) calendar days after receipt of such notice; and

2. In the case of DASNY, a failure on the part of DASNY to keep and perform any material term or conditions of this Agreement on DASNY's part to be performed after ten (10) calendar days' notice in writing thereof has been delivered to DASNY in accordance with the provisions of Article IX herein, and such default shall not have been cured (or substantial steps undertaken and diligently prosecuted to cure in the event the default is not susceptible of cure) within said ten (10) calendar days after receipt of such notice; and

B. In the case of an Event of Default on the part of the College or the County hereunder, DASNY shall have the right to:

1. Withhold any or all further performance hereunder; or

2. Withdraw from the Mohawk Valley CC Account any sums payable to DASNY hereunder, including expenses incurred and fees earned, or to require compliance with the terms hereof, and to the extent of any deficiency, maintain an action against the County or the College to recover such shortfall; or

3. Terminate this Agreement and provide the College or the County the option to accept assignment of DASNY's contracts and make payment from the Mohawk Valley CC

Account to DASNY of all amounts payable hereunder as of the date of termination, including expenses incurred and fees earned as of the date. Any excess remaining in the Mohawk Valley CC Account after such payment shall be returned to the County.

C. In the case of an Event of Default on the part of DASNY hereunder, the Client shall have the right to:

1. Terminate this Agreement upon making payment to DASNY of all amounts payable hereunder as of the date of termination, including expenses incurred and fees earned by DASNY as of that date; or

2. Terminate this Agreement and require DASNY to assign the contracts (and DASNY shall, after making all contract payments and liquidating any claims, return all unused fees held by DASNY) to the Client upon making payment to DASNY of all amounts payable hereunder as of the date of termination, including expenses incurred and fees earned as of that date.

D. Any right, power or remedy provided under this Agreement to any Party hereto shall be cumulative and in addition to any other right, power or remedy provided under this Agreement or existing in law or equity.

IX. Notices

Any notices required or permitted to be given hereunder by the Client or DASNY shall be (i) personally delivered (ii) given by registered or certified mail, postage prepaid, return receipt requested (iii) e-mailed, transmitted by facsimile, or other method as agreed to by the Parties. All notices shall be in writing and shall be deemed given, in the case of notice by personal delivery, upon actual delivery, and in the case of appropriate mail, e-mail, facsimile or other upon receipt by DASNY or the Client, as the case may be. In all instances in this Agreement where communication, notification, decision, acceptance or approval is required, only the staff persons occupying the roles specified below at the time of any notice, or their designee as specified in writing, will be authorized to receive or respond to such notice. A Party may change the representative designated to receive notices on behalf of such Party by providing notice, in accordance with the provisions of this article, of the name, title, and contact information of the new representative(s).

Notices to the County shall be addressed to:

County of Oneida
Commissioner of Public Works
5999 Judd Road
Oriskany, NY 13424

Notices to the College shall be addressed to:

Mohawk Valley Community College
Thomas G. Squires
VP Administrative Services
1101 Sherman Drive
Utica, NY 13501

Notices to the Authority shall be addressed to:

Dormitory Authority of the State of New York
Stephen D. Curro
Managing Director of Construction
515 Broadway
Albany, New York 12207

X. Term of this Agreement

This Agreement shall continue in full force and effect until all of the Parties have fulfilled their respective responsibilities hereunder unless the Agreement or the Project is terminated earlier (i) by a Party pursuant to Article VIII hereof, (ii) by a Party upon not less than ninety (90) days prior written notice to the other Party, provided that all financial obligations committed to are completely fulfilled prior to such termination, or (iii) by mutual agreement of the Parties; provided however, that the obligations of DASNY and the Client pursuant to Articles IV, VI and VIII shall survive any termination of this Agreement or the Project.

XI. Amendments to this Agreement

This Agreement may not be changed or modified orally, but only by an agreement in writing and signed by DASNY, the College and the Client.

XII. Laws of New York State

This Agreement shall be construed in accordance with the Laws of the State of New York without reference to New York choice of law provisions.

XIII. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed inserted therein and this Agreement shall read and shall be enforced as though so included therein. In the event of any conflict between the terms of each and every provision of law and clause required by law to be inserted herein, and (1) any other term of this Agreement or any other appendix, exhibit, or amendment thereto, or (2) any appendix, exhibit, or amendment thereto, the terms of such required law shall control.

XIV. Compliance with Laws, Rules and Regulations

DASNY and the Client shall comply fully with all applicable laws, rules, and regulations.

XV. Invalid Provisions

If any term or provision of the Agreement shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

XVI. No Joint Venture, Agency or Partnership

The relationship created by this Agreement between DASNY and the Client is one of an independent contractor and its client and the Parties hereto state that they do not intend to create by this Agreement a joint venture, agency or partnership relationship among them.

XVII. No Third Party Rights

Nothing in the Agreement shall create or give to third parties any claim or right of action against DASNY or the Client beyond such as may legally exist irrespective of the Agreement.

XVIII. Counterpart Signatures

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

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date and year first written above.

| | |
|---|--|
| <p>FOR COLLEGE:</p> <p>MOHAWK VALLEY COMMUNITY COLLEGE</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p> | <p>FOR THE COUNTY:</p> <p>THE COUNTY OF ONEIDA</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p> |
| <p>FOR DASNY:</p> <p>DORMITORY AUTHORITY OF THE STATE OF NEW YORK</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p> | |

DASNY Work Order

For

Mohawk Valley Community College and The County of Oneida

Work Order Number: *DRAFT*

SUNY Campus Project No.: *(campus to complete)*

This Work Order has been prepared and executed pursuant to Paragraph II. A (1) of the Program Management Agreement (“PMA”) between Mohawk Valley Community College and the County of Oneida and the Dormitory Authority of the State of New York (the “Authority”) dated as of *(TBD)*

1.) Facility Location:

- a.) The work is to be performed at Mohawk Valley Community College, Address, NY 1101 Sherman Drive, Utica NY 13501.

2.) Project Description:

- a.) Project Description: Renovations to Payne Lecture Hall (Room # 102). Work includes but is not limited to; replacement of existing carpet and associated molding, removal of existing seating and installation with new seating, removal of existing tables and podium and installation of new tables and podium, patch concrete at areas where seating is removed and electrical service installed, upgrade lighting system and controls, upgrade all life safety systems, install acoustical drop ceiling and wall treatments, install IT related items, patch, and paint wall surfaces.
- b.) Planning & Design Phase Services: Utilize DASNY term consultants to perform design and construction phase services. Professional services provided by term consultants will entail pre-design development (including hazardous material surveys and design as required), preparation of construction documents, constructability review and cost estimates. Additionally, DASNY or the term consultants will prepare and maintain project schedules and meeting minutes through project closeout phases. DASNY Interior design phase consulting services and purchasing services will be covered under a separate project services agreement (PSA). These services relate to the procurement of the seating and IT related components. The PSA includes the costs to the County and MVCC for furniture and audio/visual technologies.
- c.) Construction Contracts & Construction Phase Services: DASNY will provide construction phase services, including bidding and procurement of contractors and construction consultants, construction contract award, periodic quality control field inspections, management of contractors and consultants, onsite coordination, progress updates, and project completion/turnover for the Renovations to Payne Lecture Hall.

3.) Total Estimated PMA Cost: (reference Project Budget Sheet, excludes PSA cost)

| | |
|------------------------------|---------------|
| a.) Planning & Design Phase: | \$ 27,925.00 |
| b.) Construction / Closeout: | \$ 169,500.00 |
| c.) DASNY Fee: | \$ 12,000.00 |
| Total | \$ 209,425.00 |

4.) Total Estimated PSA Cost: *(not included in this Work Order, but provided here for reference)*

| | |
|--------------------|--------------|
| a.) Furniture: | \$148,000.00 |
| b.) AV/Technology: | \$21,000.00 |
| Total | \$169,000.00 |

DASNY Work Order

For

Mohawk Valley Community College and The County of Oneida

Work Order Number: *DRAFT*

SUNY Campus Project No.: *(campus to complete)*

5.) Project Schedule:

- a.) Design Start Date: August 14, 2023
- b.) Design Completion Date: November 30, 2023
- c.) Construction Start Date: May 13, 2024
- d.) Construction Completion Date: July 15, 2024

6.) Funding Sources

- a.) State Share via SUNY OCF Bonding Process: \$ 104,712.50
- b.) Oneida County Share: \$ 104,712.50

7.) DASNY Total Fee this Work Order:

- a.) Fee includes planning and design phase management \$ 12,000.00

8.) Responsibility for SEQRA:

- a.) Oneida County will act as lead agency. DASNY will prepare and coordinate submission of all documentation and forms.

9.) Designated Officials:

- a.) Designated College Official: ***Thomas G. Squires***
- b.) Designated County Official: ***Anthony J. Picente, Jr.***

10.) Estimated Cash Flow Schedule from Oneida County:

- a.) 1st Invoice to be processed upon receiving signed Work Order \$ 104,712.50
 - i.) State match and funding added in DASNY Financial System: \$ 104,712.50
- b.) Additional invoices to be processed as needed upon exceeding estimated project total. 50%
 - i.) State match and funding added in DASNY Financial System: 50%

Agreed to by:

Dormitory Authority of the
State of New York

Mohawk Valley Community
College

The County of Oneida

Stephen Curro
Managing Director of Construction

Thomas G. Squires
VP Administrative Services

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Date: _____

Date: _____

GENERAL CONDITIONS

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ARTICLE 1 -- DEFINITIONS

Section 1.01 - Definitions

The following terms as used in the Contract Documents shall be defined as follows:

Addendum or Addenda – Additional provisions of the Contract Documents issued in writing prior to the receipt of bids.

Alternate – Scope(s) of Work stated in the Contract documents to be added or deducted from the Contractor's base bid amount for alternate labor, materials and/or methods of construction.

Allowance – A sum of money set aside in the Agreement and included in the Contractor's lump sum base bid for a scope of work which has been specified in the Allowance section of the General Requirements. Reimbursement for Allowance work shall be as per General Conditions Article 7 – Changes in the Work.

Application for Payment – A Contractor's written billing request, on a form:

- A. prepared by the Owner from the Schedule of Values approved by the Owner;
- B. completed by the Contractor;
- C. adjusted by the Owner; and
- D. signed by the Contractor,

requesting partial or full payment for partial or full performance of the Contract.

Beneficial Occupancy – The stage in the performance of the Work prior to Substantial Completion when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner or Client can occupy or utilize such portion of the Work for its intended use, evidenced by the Notice of Beneficial Occupancy executed by the Owner following approval from the Authority Having Jurisdiction. Beneficial Occupancy may or may not allow for completion of outstanding punchlist items, as required by the Contract Documents. Notice of Beneficial Occupancy requires that the designation portion of Beneficial Occupancy Work function in a safe, reliable and warrantable manner.

Change Order – Written notice, in a standard Owner's form, to the Contractor, signed by the Contractor and executed by the Owner, changing the Contract Documents in accordance with General Conditions Article 7 - Changes in the Work, or a Forced Change Order.

Claim - A demand by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, an extension of time, or other relief with respect to the terms of the Contract. The term Claim also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.

Client - The entity for whom the Dormitory Authority is performing services, including subsidiaries, agents, related corporations, or fiduciaries of the entity.

Construction Manager - A natural person, partnership, limited liability company, corporation, or other legal entity regularly engaged in management of construction projects, and so designated by the Owner.

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Consultant - A natural person, partnership, limited liability company, corporation, or other legal entity providing architectural, engineering, construction management, testing, inspection, commissioning, or other professional services, and so designated by the Owner.

Contract - The agreement between the Owner and the Contractor consisting of the Contract Documents.

Contract Amendment – A written instrument, signed by an authorized officer of the Dormitory Authority and an authorized officer of Contractor, amending, modifying, changing, or supplementing the Contract.

Contract Completion and Acceptance - The stage in the performance of the Work when all Work required to be performed by the Contract, including but not limited to submission of all documentation required for final payment, except any Work that may be required in the future with respect to:

- A. any warranty or guarantee in the Contract Documents;
- B. General Conditions Article 6 – Subcontracts, Sections 6.01 E through I;
- C. General Conditions Article 14 - Protection of Persons and Property; or
- D. General Conditions Article 15 – Insurance and Bonds,

is complete in accordance with the Contract Documents, evidenced by the Notice of Contract Completion and Acceptance executed by the Owner. Contract Completion and Acceptance follows or may be concurrent with Physical Completion.

Contract Documents - The Notice to Bidders, Information for Bidders, Form of Bid, Agreement, Payment Bond, Performance Bond, General Conditions, General Requirements, Drawings, Specifications, Addenda, Change Orders, Contract Amendments, and all provisions of law deemed to be included in the Contract.

Contractor - A natural person, partnership, limited liability company, corporation, or other legal entity with whom the Owner enters into the Contract to perform the Work.

Design Professional - A natural person, partnership, limited liability company, corporation, or other legal entity providing architectural or engineering professional services, and so designated by the Owner.

Disputed Work Directive - Written directive, in a standard Owner's form, from and executed by the Owner to the Contractor directing the Contractor to proceed with the Work described in the Disputed Work Directive in accordance with General Conditions Article 10 – Claims and Disputes.

Dormitory Authority - Dormitory Authority of the State of New York, a public benefit corporation established by the laws of the State of New York with its principal office located at 515 Broadway, Albany, New York, 12207-2964.

Extra Work - Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract Documents.

Facility – the operating unit of the Client where the Site is located.

False Claim – Any Claim which is, either in whole or part, false or fraudulent.

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False Representation – This action takes place when a person has knowledge of the value of the work and materials supplied, performed, or proposed (the “Information”) constituting the Claim, Change Order, or Application for Payment and either:

- A. acts in deliberate ignorance of the truth or falsity of the Information or
- B. acts in reckless disregard of the truth or falsity of the Information.

Forced Change Order –Written notice, in a standard Owner’s form, to the Contractor, without the Contractor’s signature and executed by the Owner, changing the Contract Documents in accordance with General Conditions Article 7 – Changes in the Work.

Furnish - To deliver to the Site ready for installation.

Hazardous Material – any substance (gas, liquid, or solid) or agent (biological, chemical, radiological, physical, or having two or more of the preceding characteristics) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors, including but not limited to heavy metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, herbicides, dioxins, biological wastes, carcinogens, asbestos or any substance containing asbestos, polychlorinated biphenyls, lead, urea formaldehyde, explosives, radionuclides, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials, and any item defined as a hazardous, special, or toxic material, substance, or waste under any Hazardous Material Law, including, but not limited to, the NYS Environmental Conservation Law and Title 6 of the New York Code of Rules and Regulations.

Hazardous Material Laws – collectively, any present federal, state or local law, including all valid amendments, relating to public health, safety, or the environment, including without limitation, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1215 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq.; the Atomic Energy Act, 42 U.S.C. §2201 et seq.; the NYS Environmental Conservation Law; the NYS Labor Law; the NYS Public Health Law; and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter enacted or promulgated under any such statute.

Install - To unload at the delivery point at the Site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

Letter of Intent - Written notice, signed by the Owner, to the Contractor, which accepts the Contractor’s Form of Bid and transmits the Agreement, Payment Bond, Performance Bond, and other documents to the Contractor for execution. The Letter of Intent is not the formal notice to begin the physical Work of the Contract.

Means and Methods of Construction - Labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by the Contract Documents.

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Notice of Beneficial Occupancy – Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner and delivered to the Contractor prior to Substantial Completion, that certain Work of the Contract Documents, identified in such Notice of Beneficial Occupancy, satisfies the criteria for Beneficial Occupancy and will be occupied or utilized by the Owner or Client.

Notice of Contract Completion and Acceptance – Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, that the Work required to be performed by the Contract Documents, except any Work required by any warranty or guarantee in the Contract Documents, satisfies the criteria for Contract Completion and Acceptance.

Notice of Physical Completion - Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, that the Work of the Contract Documents satisfies the criteria for Physical Completion.

Notice of Substantial Completion - Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, that the Work of the Contract Documents satisfies the criteria for Substantial Completion and constitutes the start of the guarantee period.

Notice to Proceed –

- A. Written notice, signed by the Owner, to the Contractor, that acknowledges receipt by the Owner of the signed Agreement, Payment Bond, and Performance Bond from the Contractor and directs the Contractor to start performance of the Work; or
- B. Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, directing the Contractor to proceed with the change in the Work described therein in accordance with General Conditions Article 7 – Changes in the Work. A Notice to Proceed cannot change the Contract amount or the date to achieve Substantial Completion. A Notice to Proceed can change only the General Requirements, the Drawings, or the Specifications.

NYS – New York State

Other Contractor(s) – The one or more natural persons, partnerships, limited liability companies, corporations, or other legal entities who have entered into a contract with the Owner to perform work (including services) at or near the Site, identified in the Contract Documents or in writing by the Owner, including, but not limited to, contractors, Construction Managers, Consultants, and Design Professionals. Other Contractors does not include the Contractor.

Owner - Dormitory Authority of the State of New York.

Owner's Representative - A natural person, partnership, limited liability company, corporation, or other legal entity so designated by the Owner to act on behalf of the Owner. See General Conditions Section 2.03 for limitations and further provisions on the Owner’s Representative.

Physical Completion – The stage in the performance of the Work when all Work to be performed at the Site, except any Work that may be required in the future by any warranty or guarantee in the Contract Documents, is complete in accordance with the Contract Documents, evidenced by the Notice of Physical Completion executed by the Owner. Physical Completion precedes or may be concurrent with Completion and Acceptance. Physical Completion requires that all punchlist work be completed by the Contractor such that the Contractor no longer is required to perform Work at the site. All insurances must remain in effect

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until the Contractor achieves Physical Completion and the Contractor is required to submit certified payrolls through the date of Notice of Physical Completion.

Project - The work at or near the Site(s) carried out pursuant to the Contract and one or more other contracts.

Project Management Program – The software program used by the Owner to manage, monitor, and oversee performance of the Contract.

Provide - To Furnish and Install the Work complete in place and ready for its intended use.

Resume Work Order or Directive – Written notice, signed by the Owner, to the Contractor, to recommence or continue Work of the Contract Documents.

Schedule of Values – a form provided by the Owner, completed by the Contractor, and submitted to the Owner for review and written approval; the completed, approved form establishes a minimum level of allocation of the Contract amount among the items of Work to formulate the Contractor's billing requests.

Site - The area(s) within the Contract limit, as indicated by the Contract Documents.

Stop or Suspend Work Order or Directive- Written notice, signed by the Owner, to the Contractor, to cease or hold Work of the Contract Documents.

Subcontract - An agreement between the Contractor and Subcontractor for Work on the Site.

Subcontractor - A natural person, partnership, limited liability company, corporation, or other legal entity under contract with the Contractor, or under contract with any Subcontractor, to perform any portion of the Work, or to provide any labor, material, equipment, or service at the Site.

Substantial Completion – The stage in the performance of the Work when all Work is sufficiently complete in accordance with the Contract Documents so the Owner or Client can occupy or utilize the Work for its intended use, evidenced only by the Notice of Substantial Completion executed by the Owner. Issuance of a temporary certificate of occupancy or a temporary approval for occupancy does not establish Substantial Completion. Work at the site (Physical Completion), and Work required by the Contract (Completion and Acceptance) may still be required.

Unit Price – The price for one measured unit (i.e. cu. ft., sq. foot etc.) of completed Work activity. Each Unit Price includes all labor, material, equipment, overhead, and profit attributable to that scope of Work. Unit Prices shall be based upon estimated quantities specified in the Unit Prices section of the General Requirements and as listed on the Form of Bid and will be paid based upon actual quantities of Work performed as verified by the Owner.

Unmanned Aircraft System (UAS or DRONES)- An aircraft and its associated elements (including communication links and the components that control the unmanned aircraft) operated without the possibility of direct human intervention from within or on the aircraft.

Work - All obligations explicitly and implicitly imposed upon the Contractor by the Contract Documents.

ARTICLE 2 -- CONTRACT DOCUMENTS

Section 2.01 - Captions

The table of contents, titles, captions, headings, running headlines, and marginal notes contained herein and in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

Section 2.02 – Electronic Data Transfer

- A. Electronic data includes, but is not limited to, all digital versions of any Contract Document, all digital files produced by mechanical, facsimile, electronic, magnetic, digital or other programs, programming notes or instructions, activity listings of electronic mail receipts or transmittals, output resulting from the use of any software program, including but not limited to, word processing documents, spreadsheets, database files, charts, graphs, drawings, specifications, outlines, electronic mail, personal digital assistant messages, instant messenger messages, PDF files, PRF files, batch files, ASCII files, DWG files and any other type of files now or hereafter allowed by Owner.
- B. The Owner reserves the right to implement an electronic payment program for payments due the Contractor. Prior to implementation, the Owner, in writing, shall notify the Contractor one hundred twenty (120) calendar days prior to the effective date of the electronic payment program. Commencing on or after the electronic payment effective date, all payments, due the Contractor, shall only be rendered electronically, unless payment by paper check is authorized in writing by the Owner. Commencing on or after the electronic payment effective date, the Contractor, further acknowledges and agrees that the Owner may withhold payments, if the Contractor has not complied with the Owner's policies and procedures relating to the electronic payment program in effect at such time, unless payment by paper check is authorized in writing by the Owner.
- C. Electronic data produced in connection with the Contract is proprietary information of the Owner and to be treated as confidential and not to be disclosed to or shared with others outside the limits of the Contract without the express written consent of the Owner. The Owner makes no warranty, express or implied, as to the accuracy of the information transferred.
- D. The Contractor shall pay, on behalf of the Owner, any loss which the Owner becomes legally liable to pay as a result of a claim by any person or entity against the Contractor or Owner, which results directly from an act, error, or omission of the Contractor in the provision of electronic data in respect to the Contract.

Section 2.03 - Owner

- A. The Contract constitutes the entire agreement and understanding between the Contractor and the Owner with respect to the Project and supersedes all prior agreements, arrangements and understandings, and all trade custom and trade usage, and the construction of any provision of the Contract shall not be affected by the wording of any other agreement, whether between the Contractor and the Owner or involving other parties. The Contract may not be amended, modified, supplemented, or changed in any way except in accordance with General Conditions Article 7 – Changes in the Work or a Contract Amendment. The legal relationship between the Owner and the Contractor shall be governed solely by the Contract and no rights shall arise on any other basis, including but not limited to, oral agreement, partial performance, estoppel, conduct of the parties, course of conduct or any other course of dealing

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involving the Project or any other project. The meaning and intent of the Contract Documents shall be interpreted solely by the Owner.

- B. The Owner shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Owner shall determine the amount, quality, and acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided herein.
- C. The Owner may, at its sole and exclusive discretion, waive certain provisions of the Contract Documents. Such waiver shall only be done by written instrument signed by a duly authorized officer of the Owner, and any such waiver shall apply solely in accordance with its terms and shall not act as a waiver of any provision of the Contract Documents, or estoppel against the enforcement thereof, in connection with any subsequent or separate event involving the Project or other projects.
- D. Any differences or conflicts concerning performance which may arise between the Contractor and Other Contractors performing work for the Owner shall be analyzed and resolved by the Owner as warranted by the circumstances. The Owner's exercise of discretion in this regard shall be sole and exclusive and its decision concerning such differences and conflicts shall be final and binding.
- E. The Owner may act through an Owner's Representative designated as such in writing by the Owner. Unless otherwise designated by the Owner, the Owner's Representative is the Owner's employee assigned to the Project as the project manager. Unless otherwise stated in writing by the Owner, the Owner's Representative is not an authorized officer of the Owner, does not have authority to approve a Labor Rate Worksheet on behalf of the Owner, does not have authority to waive the requirement for a narrative and fragnet schedule of General Conditions Section 7.01 C. 4, does not have authority to waive any provision of the Contract Documents and does not act for the Owner for General Conditions Article 15 – Insurance and Bonds. Unless otherwise stated in writing by the Owner and notwithstanding the other provisions of this paragraph, the Owner's Representative does have authority to issue a direction to attend a meeting in accordance with General Conditions Section 4.04, a Notice to Proceed in accordance with General Conditions Section 7.01 and a Disputed Work Directive in accordance with General Conditions Section 10.01. The Owner may change the Owner's Representative and the scope of her, his or its duties by written notice to the Contractor in accordance with General Conditions Section 2.04. The Owner's Representative's signature by itself on a Change Order is not execution of a Change Order by the Owner. See General Conditions Section 7.01 A. 5 for the requirements for execution of a Change Order by Owner.

Section 2.04 - Notice and Service Thereof

- A. Any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is sent or delivered in person to the Contractor or its authorized representative, at the street address, postal address or email address given by the Contractor in the Form of Bid. The Contractor may change any of these addresses by written notice to the Owner's Procurement Unit, 515 Broadway, Albany, New York 12207 - 2964; such change shall not be effective until Contractor receives from the Owner's Procurement Unit a written acknowledgement that the change has been received.
- B. Any notice from the Contractor to the Owner required by any part of the Contract shall be in writing and shall be sent or delivered to the Owner's Representative at the street address, postal address or email address for the Owner's Representative given in the Notice to Bidders. The Owner may change the Owner's Representative or any of these addresses by written notice to the Contractor. If any part of the Contract shall require the Contractor to provide notice to any other employee or unit of the

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Owner, the notice to such employee or unit is in addition to, and does not replace, the notice to the Owner's Representative. Notice to the Owner may be delivered by certified mail, overnight delivery by a nationally recognized courier or, if an email address is provided, email. The Owner's Representative will endeavor to provide a written acknowledgment of receipt of the notice but any failure to provide such written acknowledgment shall not be a breach of the Contract, shall not in any way alter the Contractor's obligation to provide timely notice and shall not in any way alter any of the other obligations of the Contractor under the Contract.

- C. For all notices from the Contractor to the Owner required by any part of the Contract, the Contractor shall have the burden of proving the Owner's receipt of the notice.

Section 2.05 - Nomenclature

Materials, equipment, or other Work not defined or specified in the Contract but described in words that have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

Section 2.06 - Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any natural person, partnership, limited liability company, corporation or other legal entity or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to natural persons, partnerships, limited liability companies, corporations or other legal entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law. It is the intent of the Owner and the Contractor that all provisions of the Contract shall be construed to be valid under applicable law and shall be enforced to the maximum extent possible.

Section 2.07 – Interpretation of Contract Documents

- A. Should any provision in the Contract Documents be in conflict or inconsistent with the General Conditions or supplements thereto, the General Conditions or supplements thereto shall govern.
- B. Figured dimensions shall take precedence over scaled dimensions. Larger scale Drawings shall take precedence over smaller scale Drawings. Latest Addenda shall take precedence over previous Addenda and earlier dated Drawings and Specifications.
- C. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity of material or more onerous provision in the Owner's judgment shall govern, regardless of cost, unless the Owner directs otherwise in writing. In each conflict, the Owner, in its sole and exclusive discretion, shall determine whether the quality, quantity or onerous provision method will be used to resolve the conflict.
- D. Drawings and Specifications are complementary. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned in both.
- E. The term "materials" includes "supplies".

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- F. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa.

Section 2.08 - Copies of Contract Documents

The Owner may furnish to the Contractor up to three (3) paper copies and one electronic (PDF) copy of the Contract Documents without charge. Additional sets may be furnished at the costs of reproduction and mailing.

ARTICLE 3 -- SITE CONDITIONS

Section 3.01 - Subsurface or Site Conditions Found Different

- A. The Contractor acknowledges that the Contract amount set forth in its bid includes such provisions which the Contractor deems sufficient for all subsurface or site conditions the Contractor could reasonably anticipate encountering as indicated in the Contract Documents, or borings, reports, rock cores, foundation investigation reports, topographical maps, or other information available to the Contractor or from the Contractor's inspection and examination of the Site prior to submission of bids.
- B. The Owner assumes no responsibility for the correctness of any boring or other subsurface information and makes no representation whatsoever regarding subsurface conditions and test borings, reports, rock cores, foundation investigation and topographical maps which may be made available to the Contractor.
- C. Should the Contractor encounter subsurface or site conditions at the Site materially differing from those shown on or described in or indicated in the Contract Documents, the Contractor shall immediately give written notice to the Owner of such conditions and shall not disturb said conditions until authorized to do so by the Owner in writing.
- D. Subsurface or site conditions found materially differing from those that could have been reasonably anticipated may be cause for change to the Contract amount and time of completion. This determination will be made at the sole and exclusive discretion of the Owner.

Section 3.02 - Verifying Dimensions and Conditions

- A. The Contractor shall take all measurements at the Site and shall verify all dimensions and conditions at the Site before proceeding with the Work. If said dimensions or conditions are found to conflict with the Contract Documents, the Contractor immediately shall refer said conflict to the Owner in writing. The Contractor shall comply with any revised Contract Documents.
- B. During the performance of the Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions.
- C. The Contractor shall review all Contract Documents to determine exact location of all Work and verify spatial relationships of all the Work. Any question concerning said location or spatial relationships shall be submitted in a manner approved by the Owner.
- D. Special locations for equipment, pipelines, ductwork, and other such items of the Work, where not dimensioned on plans, shall be coordinated with affected Other Contractors.

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E. The Contractor shall be responsible for the proper fitting of the Work in place.

Section 3.03 - Surveys

Unless otherwise expressly provided in the Contract Documents, the Owner shall furnish the Contractor all surveys of the property necessary for the Work, but the Contractor shall lay out the Work.

ARTICLE 4 -- CONTRACTOR

Section 4.01 - Representations of Contractor

The Contractor represents and warrants:

- A. That it is financially solvent and is experienced in and competent to perform the Work, and has the staff, workers, equipment, subcontractors, and suppliers to complete the Work within the time specified for the Contract amount.
- B. That it is familiar with all federal, state, and local laws, codes, ordinances, orders, rules, and regulations which may affect the Work, the Contractor, or the Project.
- C. That all temporary and permanent Work required by the Contract Documents can be satisfactorily constructed, and that said construction will not injure any person or damage any property.
- D. That it has carefully examined the Contract Documents and the Site, and from the Contractor's own investigations is satisfied as to the nature and materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other materials or items which may affect the Work.
- E. That it is satisfied that the Work can be performed and completed as required in the Contract Documents, and warrants that it has not been influenced by any oral statement or promise of the Owner or the Design Professional.
- F. That to the best of Contractor's knowledge, there are no pending or threatened suits, proceedings, judgments, rulings, or orders by or before any court or any governmental agency or arbitrator that could reasonably be expected to affect materially and adversely:
 - 1. the financial condition or operations of the Contractor;
 - 2. the ability of the Contractor to perform its obligations hereunder; or
 - 3. the legality, validity, or enforceability of this Contract.
- G. That Contractor is a duly organized and validly existing entity of the type described in the recital clauses of the Agreement and is in good standing under the laws of the jurisdiction of its formation; it has the legal right, power, and authority and is qualified to conduct its business and to execute and deliver this Contract and perform its obligations under this Contract; and all regulatory authorizations have been obtained and will be maintained, as necessary, for it to perform legally its obligations under this Contract.
- H. That executing and performing this Contract are within Contractor's powers; that executing and performing this Contract has been duly authorized by all necessary action on the Contractor's part; and

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that such actions do not and will not violate any provision of law or any rule, regulation, order, writ, judgment, decree, or other determination presently in effect applicable to Contractor or its governing documents.

- I. That this Contract constitutes the Contractor's legal, valid, and binding obligation, enforceable against it in accordance with this Contract's terms, subject to applicable bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally, and general equitable principles, to the discretion of the court before which proceedings to obtain the same may be pending.
- J. That Contractor is in good standing with any union with craft labor on the Site for part or all the Work of this Contract or the work of the Project.
- K. That Contractor is experienced in the methods of design, engineering, installation, management, and construction contemplated for the Work of this Contract and for contracts of this nature, scope magnitude and quality and that the Contractor understands the complexity involved in this type of Contract and the necessity to coordinate its Work with appropriate governmental agencies, the Owner, and the Other Contractors.
- L. That Contractor is fully informed as to all existing conditions and limitations, including local workforce/labor working arrangements and the continuous, regular, and uninterrupted operations of the Facility.
- M. That Contractor has had the opportunity to consult with or has consulted with legal counsel of its choice before entering into this Contract.
- N. That any breach of any of the representations and warranties of this General Conditions Section 4.01, any failure of the Contractor to familiarize itself with the Contract Documents, the Facility, the Site or the Project or any lack of knowledge on the part of the Contractor of any existing or foreseeable condition or conditions at the Site reasonably inferred from the Contract Documents which create difficulties or hindrances in the execution of the Work shall constitute a conclusive and binding determination by the Contractor that resolving any adverse impact of such breach, failure or lack of knowledge does not constitute Extra Work and a waiver by the Contractor of all Claims for additional compensation or damages or time to achieve Substantial Completion as a result of the breach, failure or lack of knowledge.

Section 4.02 - Errors or Discrepancies

The Contractor shall examine the Contract Documents thoroughly before commencing the Work and report any errors or discrepancies to the Owner, in writing, within fifteen (15) calendar days of discovery. The Owner shall not be responsible for costs, damages or delays due to the Contractor's failure to comply with the requirements of this General Conditions Section 4.02.

Section 4.03 - Coordinated Composite Drawings

- A. The Contractor shall prepare coordinated composite drawings clearly showing how the Work of the Contractor is to be performed in relation to the work of Other Contractors, prepare scaled drawings and sections in the same digital software program, version, and operating system as the original Contract Drawings or in an operating system approved by the Owner.
- B. If, and only if, required by the Information for Bidders for the Contract, the Contractor shall run a conflicts and coordination check utilizing the Project Drawings within a three-dimensional software

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program of the Contractor's choice to limit the number of physical conflicts that may occur during construction. Failure to run such a conflicts and coordination check or to resolve conflicts and coordination issues identified as a result of such a check prior to the initiation of the Work on Site shall constitute a:

1. conclusive and binding determination by the Contractor that resolution of the conflicts does not involve Extra Work; and
2. waiver by the Contractor of all Claims for additional compensation, damages, or time to achieve Substantial Completion as a result of the existence of physical conflicts.

Section 4.04 - Meetings

The Contractor shall attend all meetings required by the Contract Documents and all meetings when directed to attend by the Owner. The Contractor shall be represented at all meetings by the on-Site superintendent described in General Conditions Section 4.05 A who shall attend the meetings in person unless the Owner in writing prior to the meeting directs otherwise. If the Owner directs, the Contractor shall be represented either by the project management personnel of General Conditions 4.05 B or by an authorized officer of Contractor; in each case, the project management personnel or the authorized officer shall attend the meetings in person. The Owner, in its sole and exclusive discretion, shall determine the time, date, location, and purpose of the meeting. The purpose of a meeting includes, but is not limited to, Project progress, submittal status, Change Orders, site logistics, coordination, inspections, testing, safety reviews, or anything which the Owner determines is useful for administration or performance of the Contract or the Project.

Section 4.05 - Supervision by Contractor

- A. The Contractor shall provide full-time competent supervision for the duration of the Contract. During the course of on-Site Work, the Contractor shall provide a full-time on-Site superintendent who shall have full authority to act for the Contractor at all times. The superintendent shall read, write, and speak English fluently, as well as communicate with the Contractor's workers and the workers of all Subcontractors.
- B. The Contractor shall also provide competent project management personnel in addition and superior to the full-time on-Site superintendent who shall also have full authority to act for the Contractor at all times except such project management personnel cannot modify or rescind any action of the full-time on-Site superintendent directed to the Owner without the Owner's written consent.
- C. If at any time the supervisory staff is not satisfactory to the Owner, the Contractor shall, if directed in writing by the Owner, immediately replace such supervisory staff with other staff satisfactory to the Owner at no additional cost to the Owner.
- D. The Contractor shall remove from the Work any employee of the Contractor or of any Subcontractor when so directed in writing by the Owner.

Section 4.06 – Project Scheduling

- A. The Contractor shall provide a project scheduler, experienced in critical path method (CPM) scheduling. The scheduler's experience and credentials shall be submitted in writing to the Owner for review and acceptance prior to proceeding with scheduling of the Work. The Owner may withdraw its acceptance of the project scheduler at any time thereafter for failure to perform in accordance with the Contract. The Contractor shall provide a replacement scheduler and submit the replacement's

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experience and credentials in writing to the Owner for review and acceptance as soon as possible. The replacement scheduler shall be at no additional cost to the Owner.

- B. Using the software required by the Owner, the Contractor shall prepare, maintain, and revise the Project CPM schedule to plan and monitor the progress of all Project operations, in accordance with the Contract Documents. See the General Requirements for further details.
- C. Construction activities shall be interrelated on a single Project CPM schedule that represents the entire Project, including the entire Contract duration from Notice to Proceed to Substantial Completion and through Contract Completion and Acceptance. The Contractor shall utilize the critical path method of network calculation to generate the Project CPM schedule and shall utilize the time-scaled precedence diagram method to show the Project CPM Schedule. The Project CPM Schedule shall utilize calendar days for the time scale. The Contractor shall ensure all logic constraints are identified between the Work of the Contract, the work of Other Contractors and Owner's work prior to approval of the Project CPM schedule. See the General Requirements for further details.
- D. The Owner may reject any proposed Project CPM schedule, any proposed updated Project CPM schedule or any proposed recovery Project CPM schedule if the Owner, in its sole and exclusive discretion, finds the proposed Project CPM schedule, proposed updated Project CPM schedule or proposed recovery Project CPM schedule defective for any reason, including but not limited to:
 - 1. Defective logic;
 - 2. Excessive use of constraints;
 - 3. Activity durations that are inconsistent with actual or available workforce;
 - 4. The appearance of an effort to manipulate the schedule so that responsibility for an adverse impact is associated with a natural person or entity other than the natural person or entity responsible for the adverse impact; or
 - 5. Lacking executive summary and/or narrative.
- E. If a proposed Project CPM schedule, proposed updated Project CPM schedule or proposed recovery Project CPM schedule is rejected by the Owner, the Owner will notify the Contractor in writing of the rejection and the reason or reasons for the rejection. Contractor shall submit a new proposed Project CPM schedule, proposed updated Project CPM schedule or proposed recovery Project CPM schedule with the defect or defects corrected at no cost to the Owner within two weeks of the Owner's written rejection.
- F. Review comments made by the Owner on the proposed Project CPM schedule, any proposed updated Project CPM schedule or any proposed recovery Project CPM schedule shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor shall be responsible for scheduling, sequencing, and performing the Work to comply with the requirements of the Contract Documents.
- G. The Contractor expressly understands and agrees that no additional compensation shall be paid for any alterations to Contractor's planned construction sequence to accommodate the Project CPM schedule requirements, any updated Project CPM schedule or any recovery Project CPM schedule pursuant to

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the Contract. Failure to include any element of work required for the performance of the Work shall not excuse the Contractor from completing all the Work required within the applicable completion date of each phase in the Contract Documents regardless of the Owner's approval of the Project CPM schedule, any updated Project CPM schedule or any recovery Project CPM schedule.

- H. The Owner may withhold payments, in whole or in part, if the Contractor fails to provide an acceptable project scheduler, replacement project scheduler, Project CPM schedule, updated Project CPM schedule, recovery Project CPM schedule or other schedule information or reports in accordance with requirements of the Contract.

Section 4.07 - Worker Identification and Site Access Control

- A. All employees of the Contractor and every Subcontractor shall comply with all site access control, safety and security procedures prescribed by the Owner which may include, but are not limited to, the wearing of Owner issued identification badges, ingress and egress through controlled entry and exit points, and use of card readers or other electronic identity verification devices. Contractor cannot authorize any one to enter the Site, except Contractor's and Subcontractor's employees and persons delivering materials or equipment to Contractor or a Subcontractor, without the prior written consent of the Owner.
- B. All employees of the Contractor and every Subcontractor, prior to entering the Site for the first time, shall obtain an identification badge if issued by the Owner and produce to the Owner a valid form of government-issued photo identification and furnish other background information, including but not limited to the following:

Full Name
Last four (4) digits of Social Security Number
Home Address (#/Street/Apt./City/Zip)
Contractor/Subcontractor Name
Job Classification
Union Local Affiliation, if any

The Owner recognizes that certain information requested above constitutes personal information and will take all reasonable steps to ensure the security and confidentiality of this information as required by law.

- C. All employees of the Contractor and every Subcontractor shall visibly display on their person, while entering and on the Site, an identification badge if issued by the Owner. In the event said identification badge has not been issued by the Owner, all employees of the Contractor and every Subcontractor shall produce a valid form of government-issued photo identification promptly upon request of the Owner. Failure to display such identification or to produce such identification in the manner as prescribed by the Owner may result in the employee's non-admittance to or immediate removal from the Site. The Owner will send written confirmation to the Contractor confirming the action taken, if requested by the Contractor.

Section 4.08 - Related Work

- A. The Contractor should examine the Contract Documents for Work of its Contract and any related work of other contracts, to ascertain the relationship of its Work to any related work of other contracts.

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- B. The Owner may contract with a Design Professional, Construction Manager, or other Consultants to provide services to the Owner. The services enumerated in consultant contracts are for the benefit of the Owner who may choose to utilize any or all of said services. The Contractor has no privity of contract with the Design Professional, Construction Manager, or any other Consultant which contracts with the Owner and should not assume that all of the services enumerated in said contracts will be provided.
- C. The Contractor shall adhere to all of the requirements specified or communicated by the Design Professional in performing delegated design work required by the Contract Documents.

Section 4.09 – Coordination with Separate Contracts

- A. The Owner may award other contracts for work which may proceed simultaneously with the execution of the Work. The Contractor shall coordinate the Contractor's operations with those of Other Contractors as directed by the Owner. Cooperation shall be required in the arrangements for access, the storage of material, and in the detailed execution of the Work.
- B. The Contractor shall take those steps reasonably necessary to keep itself informed of the progress and workmanship of Other Contractors and any subcontractors of Other Contractors and shall notify the Owner in writing immediately of lack of progress or defective workmanship on the part of Other Contractors or any subcontractors of Other Contractors, where said delay or defective workmanship may interfere with the Contractor's operations.
- C. Failure of a Contractor to keep so informed and failure to give written notice of lack of progress or defective workmanship by Other Contractors or any subcontractors of Other Contractors shall be construed as acceptance by the Contractor of said progress and workmanship as being satisfactory for proper coordination with the Work.
- D. Where the Contractor shall perform Work in close proximity to work of Other Contractors or any subcontractors of Other Contractors, or where there is evidence that Work of the Contractor may interfere with work of Other Contractors or any subcontractors of Other Contractors, the Contractor shall assist in arranging space conditions to make satisfactory adjustment for the performance of the Work. If the Contractor performs Work in a manner that causes interference with the work of Other Contractors or any subcontractors of Other Contractors, the Contractor shall make changes necessary to correct the condition at no additional cost to the Owner.
- E. The Contractor shall render any assistance which the Owner may require with respect to any claim or action in any way relating to the Work including, without limitation, review of claims, preparation of technical reports and participation in negotiations, without any additional compensation therefor.

Section 4.10 - Cooperation with Other Contractors

- A. During the performance of the Work, Other Contractors may be engaged in performing work. The Contractor shall coordinate the Contractor's Work with the work of said Other Contractors in such a manner as the Owner may direct.
- B. If the Owner determines that the Contractor is failing to coordinate the Work with the work of Other Contractors as the Owner has directed:
 - 1. The Owner shall have the right to withhold any payments due under the Contract until the Contractor complies with the Owner's direction; and

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2. The Contractor shall assume the defense and pay on behalf of the Owner any and all claims or judgments or damages and any costs to which the Owner may be subjected or which the Owner may suffer or incur by reason of the Contractor's failure to promptly comply with the Owner's directions, including, but not limited to attorney's fees, expert fees, and costs. Notwithstanding the foregoing, the Owner retains the right to select its own counsel for such defense, the cost of which is to be paid by the Contractor.
- C. If the Contractor notifies the Owner, in writing, that an Other Contractor on the Site is failing to coordinate its work with the Work, the Owner shall investigate the charge. If the Owner finds it to be true, the Owner shall promptly issue such directions to the Other Contractor with respect thereto as the situation may require. The Owner shall not be liable for any damages suffered by the Contractor by reason of the Other Contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of an Other Contractor's default in performance.
- D. Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the Owner or through any act or omission of any subcontractor of said Other Contractor, the Contractor shall have no Claim against the Owner for said damage.
- E. Should any Other Contractor having or which shall have a contract with the Owner sustain damage through any act or omission of the Contractor or through any act or omission of a Subcontractor, the Contractor shall reimburse said Other Contractor for all said damages and shall indemnify and hold the Owner harmless from all such claims by said Other Contractor, including, but not limited to attorney's fees, expert fees, and costs. Notwithstanding the foregoing, the Owner retains the right to select its own counsel for such defense, the cost of which is to be paid by the Contractor. The Owner's right to indemnification hereunder shall in no way be diminished, waived, or discharged, by its recourse to assessment of liquidated damages as provided in the Contract Documents, or by the exercise of any other remedy provided by the Contract or law.
- F. The Owner cannot guarantee the responsibility, efficiency, unimpeded operations, or performance of any contractor. The Contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of Other Contractors and subcontractors of Other Contractors and delays attendant upon any Project CPM schedule approved by the Owner and the Owner shall not incur any liability by reason of any delay.

ARTICLE 5 -- MATERIALS AND LABOR

Section 5.01 - Contractor's Obligations

- A. The Contractor shall, comply with all the terms of the Contract Documents and complete all the Work in a good worker like manner, within the time specified in the Contract and to the satisfaction of the Owner.
- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, permits, insurance, temporary structures and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether incorporated or to be incorporated in the Work or not incorporated in the Work.

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- C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- D. Any labor, materials or means whose employment, or utilization during the course of the Contract may tend to or in any way cause or result in strike, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor, its Subcontractors or material suppliers, or by any of the trades working in or about the Site, or by Other Contractors, their subcontractors or material suppliers pursuant to other contracts shall not be allowed. Any violation by the Contractor of this requirement may in the sole judgment of the Owner be considered a default by the Contractor under the Contract and a basis for the Owner to take action against the Contractor as set forth in General Conditions Article 11 – Termination or Suspension or such other action as the Owner may deem proper.
- E. The Contractor and each Subcontractor shall comply with all applicable local, state, and federal laws, rules and regulations and all applicable construction standards issued by the Joint Commission and other accrediting agencies and organizations.
- F. The Contractor and each Subcontractor shall comply with all applicable Hazardous Material Laws. The Contractor shall provide the Owner the Safety Data Sheets for any Hazardous Materials or hazardous substances brought on the Site by the Contractor or a Subcontractor at least fifteen (15) calendar days prior to the delivery of such materials to the Site. Contractor shall identify to Owner at least fifteen (15) calendar days in advance the quantities of all "Chemicals of Interest" listed under the Chemical Facility Anti-Terrorism Standards of the Homeland Security Appropriations Act of 2007 that will be brought onto the Site.
- G. Contractor shall provide the necessary information and training to its employees on each Hazardous Material and hazardous substance to which they may be exposed on the Site and shall cause each of its Subcontractors to provide the necessary information and training to the Subcontractor's employees on each Hazardous Material and hazardous substance to which they may be exposed on the Site. Upon request of the Owner, Contractor shall provide the Owner with proof, satisfactory to the Owner, that Contractor's employees and all Subcontractors' employees have received the necessary information and training.
- H. Contractor shall not transport, store or use, and shall prohibit Subcontractors from transporting, storing or using, any construction materials or equipment (whether or not totally enclosed) containing Hazardous Materials including, but not limited to, asbestos, polychlorinated biphenyls, benzene, lead or urea formaldehyde in connection with this Contract; provided, however, Contractor and Subcontractors may transport, store and use the following substances: lead, natural gas, gasoline, diesel fuel, fuel oil(s), gravel(s), lube oil(s), grease(s), sealant(s), combustible gases, form oil(s), solvent(s), adhesives, paints, coatings, and all other materials that are used or consumed in or during construction or testing of the Work and its constituent systems and components in quantities reasonably necessary to perform the Work, if transported, stored and used in accordance with applicable laws including, but not limited to, those laws related to the implementation and utilization of spill containment, transport systems and storage vessels and facilities.
- I. Any Hazardous Materials and hazardous substances brought to or stored on or at the Site shall require specific, prior written authorization from Owner and, as a condition to such authorization, Contractor shall provide Owner with the Material Safety Data Sheet covering any Hazardous Material or hazardous substance furnished under or otherwise associated with the Work (including the construction equipment). Contractor shall maintain on the Site, at all times, complete records, and inventories, including Safety Data Sheets, of Hazardous Materials and hazardous substances described in this

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General Conditions Section 5.01 that are being used by it or its Subcontractors, or any persons for whose actions on the Site Contractor is responsible.

Section 5.02 - Means and Methods of Construction

- A. Unless otherwise provided in the Contract Documents, the Contractor shall choose the Means and Methods of Construction subject to the Owner's right to reject, at any time, the Means and Methods of Construction proposed by the Contractor, which in the opinion of the Owner:
1. Will constitute or create a hazard to the Work or to persons or property;
 2. Will not produce finished Work in accordance with the terms of the Contract;
 3. Will be detrimental to the overall progress of the Project; or
 4. Will have an adverse impact on the operations of the Client.
- B. The Owner's failure to exercise its right to reject the Contractor's Means and Methods of Construction shall not relieve the Contractor of its obligation to complete the Work; the Owner's exercise of its right to reject the Contractor's Means and Methods of Construction shall not create a Contractor's or Subcontractor's cause of action for damages against the Owner.

Section 5.03 - Contractor's Title to Materials

- A. No materials for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by any other party. The Contractor warrants that the Contractor has full, good, and clear title to all materials used by the Contractor in the Work, or resold to the Owner pursuant to the Contract Documents free from all liens, claims or encumbrances.
- B. For all materials and equipment to be stored at a location other than the Site prior to execution of an agreement with the Owner for materials stored off-site pursuant to General Conditions Section 8.01 G, the Contractor shall provide the Owner with written notice of the location, security, environmental protections and the materials or equipment to be stored at that location at least fifteen (15) calendar days before such storage begins. Such notice does not obligate the Owner to pay for such stored material or equipment. Payment for stored material or equipment can be made only when the requirements for such payment in General Conditions Article 8 - Payment and elsewhere in the Contract have been met.
- C. All materials, equipment and articles which become the property of the Owner shall be new unless specifically stated otherwise.

Section 5.04 - Comparable Products ("Or Equal" Clause)

- A. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue number, or make, said identification is intended to establish a standard. Any material, article or equipment of other manufacturers and vendors which performs satisfactorily the duties imposed by the design intent may be considered equally acceptable provided that, in the opinion of the Design Professional, the material, article, or equipment so proposed is of equal quality, substance and function and the Contractor shall not Provide, Furnish or Install any said proposed material, article, or equipment without the prior

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written approval of the Design Professional. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

- B. Where the Design Professional, pursuant to the provisions of this General Conditions Section 5.04, approves in writing a product proposed by the Contractor and said proposed product requires a revision of the Work covered by this Contract, or the work covered by other contracts, all changes in the work of all contracts, revision or redesign, and all new Drawings and details required therefore shall be provided by the Contractor at its cost and shall be subject to the approval of the Design Professional.
- C. No substitution which may result in a delay to the Project will be permitted without the prior written approval of the Owner.

Section 5.05 - Quality, Quantity and Labeling

- A. The Contractor shall Furnish materials and equipment of the quality and quantity specified in the Contract. Any excess materials purchased per the Contract are the property of the Owner.
- B. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards. Contractor's quality control plan required by paragraph D of this General Conditions Section 5.05 shall include measures undertaken by the Contractor to prevent the use of materials with counterfeit labels or other counterfeit indications of meeting a standard.
- C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Contract.
- D. The Contractor shall develop and implement quality control plans to assure itself and the Owner that all Work performed by the Contractor and its Subcontractors complies fully with all Contract requirements. The Contractor shall submit the plans to the Owner upon request as required by the Contract. See the Submittals Section of the General Requirements for further details. The Contractor's quality control plans shall be independent of any testing or inspection performed by or on behalf of the Owner.

Section 5.06 - Tax Exemption

- A. The Owner is exempt from payment of federal, state, and local taxes; sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated in to the completed Work, and the Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials.
- B. The Contractor and Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule, or regulation.

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ARTICLE 6 -- SUBCONTRACTS

Section 6.01 - Subcontracting

- A. The Contractor may utilize the services of Subcontractors, subject to the limits prescribed in the Information for Bidders Section 7.0 – Approval of Subcontractors/Subcontract Limits. Exceeding stated limits, without prior written approval by the Owner, may be cause for Contract termination.
- B. The Contractor shall submit to the Owner the name of each proposed Subcontractor as required by the Contract. The Owner reserves the right to disapprove any proposed Subcontractor and such disapproval shall not result in any additional cost to the Owner. If requested by the Owner, the Contractor shall provide copies of any and all Subcontracts and purchase order agreements related to the Work, which must be in written form. The Contractor shall require each Subcontractor to provide the Owner, upon the Owner's request, with a copy of each of the Subcontractor's subcontracts and purchase order agreements related to the Work.
- C. The Contractor's use of Subcontractors shall not diminish the Contractor's obligation to complete the Work. The Contractor shall control and coordinate the Work of Subcontractors and be fully responsible for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by Subcontractors. The Contractor shall be responsible for all guarantees and warranties provided by Subcontractors.
- D. The Contractor shall be responsible for requiring each Subcontractor, to extent of the Work to be performed by such Subcontractor, to be bound to the Contractor by all the terms, conditions, and requirements of the Contract Documents, and to assume towards the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. The Contractor shall cause each Subcontractor to receive and review the provisions of the Contract Documents applicable to the Subcontractor, including but not limited to a copy of the Payment Bond for this Contract. Upon request of the Owner, the Contractor shall provide written proof satisfactory to the Owner that each Subcontractor has received and reviewed the provisions of the Contract Documents applicable to such Subcontractor, including but not limited to, a copy of the Payment Bond for this Contract.
- E. The Contractor shall ensure that each Subcontractor's duties to procure insurance for, and to defend, indemnify and hold harmless the Owner and Client, are, to the fullest extent permitted by law, at least the same as the Contractor's duties to procure insurance for, and to defend, indemnify and hold harmless the Owner and Client.
- F. To the fullest extent permitted by law and independent of any duty to indemnify and hold harmless, the Contractor shall require each Subcontractor, to the fullest extent permitted by law, to defend the Owner and Client against claims by third persons for wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Subcontractor's operations or presence at, or in the vicinity of, the Site.
- G. To the fullest extent permitted by law, the Contractor shall require each Subcontractor, to the fullest extent permitted by law, to indemnify and hold harmless the Owner and Client against claims by third persons for wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work, whether actually caused by or resulting from the performance of the

GENERAL CONDITIONS

Work, or out of or in connection with the Subcontractor's operations or presence at, or in the vicinity of, the Site.

- H. The Contractor shall require each Subcontractor, in addition to the Subcontractor's other obligations, to pay the costs of the Owner and Client, including but not limited to, attorneys' and consultants' fees, expenses and court costs, to commence and prosecute a court action against the Subcontractor to enforce one or more of the Subcontractor's obligations under General Conditions Section 6.01 E, F or G or against an insurance company to obtain coverage under an insurance policy which the Subcontractor represented would provide coverage to the Owner or Client.
- I. Nothing contained in the Contract or any subcontract shall create any contractual relationship between any Subcontractor and the Owner except the requirements in General Conditions Sections 15.03 and 15.04 for each Subcontractor to procure insurance policies on which the Owner or the Owner and Client are insureds, the obligations of each Subcontractor pursuant to General Conditions Section 6.01 E, F and G to defend, indemnify and hold harmless, to the fullest extent permitted by law, the Owner and Client against claims by third persons for wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever and the obligation of each Subcontractor pursuant to General Conditions Section 6.01 H

In selecting a Subcontractor, the Contractor shall consider whether the proposed Subcontractor appears on any list of entities debarred or suspended from doing business with a government entity, including the current list of companies or individuals that have been declared ineligible to receive Federal contracts published by the System for Award Management. The Contractor shall not subcontract with any entity on the List of Employers Ineligible To Bid On Or Be Awarded Any Public Contract, published by the NYS Department of Labor Bureau of Public Work. The Contractor shall not subcontract with any entity on the debarment list published by the NYS Workers' Compensation Board pursuant to Section 141-b of the NYS Workers' Compensation Law. The Contractor shall not subcontract with any entity on the list of Non-Responsible Entities maintained by the NYS Office of General Services pursuant to Executive Order No. 192.

In selecting a Subcontractor, the Contractor shall also consider whether the proposed Subcontractor has legal authority to do business in New York State and possesses the integrity, experience, qualifications, and organizational and financial capacity to perform Work on the Project.

Prior to award of a Contract, the Contractor shall require any Subcontractor, with a subcontract value of two million dollars (\$2,000,000) or greater, to submit to the Owner a certified NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for review. At any time during the term of the Contract, the Owner may request, and the Contractor or Subcontractor shall provide, a NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for any other Subcontractor performing Work on the Project for review. Additionally, the Owner or Contractor may require a Subcontractor to update, recertify and resubmit a previously submitted NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) to the Owner upon request. Refer to General Conditions Article 19 – Executive Order No. 125.

- J. Prior to or after award of the Contract, if requested by the Owner, the Contractor shall require a Subcontractor to submit a NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) and a Dormitory Authority DASNY Vendor Questionnaire. If requested by the Owner, the Contractor shall require a Subcontractor to update a NYS Vendor Responsibility Questionnaire For Profit

GENERAL CONDITIONS

Construction (CCA-2) and a Dormitory Authority DASNY Vendor Questionnaire previously submitted to the Owner.

- K. The Contractor shall submit a NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) and a Dormitory Authority DASNY Vendor Questionnaire to the Owner for each Subcontractor proposed for the Work with a subcontract value of two million dollars (\$2,000,000) or greater. Refer to General Conditions Article 19 – Executive Order No. 125.
- L. After execution of the Contract, the Owner will provide to the Contractor copies of the Owner’s Code of Business Ethics Certification form. The Contractor is required to have each Subcontractor, at all tiers, complete the form prior to the Subcontractor beginning work. The completed forms are to be filed by the Contractor with the Owner. A failure to comply with this requirement may result in the Subcontractor(s) being removed from the Project Site.
- M. Compliance with General Municipal Law:
 - 1. New York General Municipal Law § 101 (5) requires each bidder on a public work contract, where the preparation of separate specifications is not required by New York General Municipal Law §101 (1), to submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid is opened and the names of such subcontractors is announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of Owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall be determined by the Owner in Owner’s sole discretion. Any attempt by Contractor to use or manipulate this process to obtain lower bid amounts by subcontractors than those listed on the sealed bid may result in a finding of non-responsibility of the Contractor.
 - 2. On a project where the preparation of separate specifications is not required by New York General Municipal Law §101 (1), to the extent that Contractor seeks change of subcontractor or the agreed-upon amount to be paid to each for (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus, or (c) electric wiring and standard illuminating fixtures, the Contractor acknowledges and agrees that it shall seek the approval of Owner as set forth in the General Municipal Law.

ARTICLE 7 -- CHANGES IN THE WORK

Section 7.01 - Changes

- A. Without invalidating the Contract, the Owner, in writing, may order changes in the Work by altering, adding to, or deducting from the Work of the Contract.
 - 1. No change in the Work is effective unless the Owner executes and delivers a Change Order to the Contractor. No payment for a change in the Work is due the Contractor unless and until a Change Order is executed and delivered by the Owner to the Contractor and the Contractor has performed the change in the Work. No alteration to the standard language of the Owner’s Change Order

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form shall be accepted. If the Contractor requests an adjustment to the Substantial Completion date for a change in the Work and the Owner agrees, an increase or decrease to the duration, in calendar days, shall be included in the Change Order.

2. Notwithstanding subparagraph 1, the Owner, at its discretion, may execute and deliver to the Contractor a Notice to Proceed directing the Contractor to proceed immediately and diligently with the change in the Work described in the Notice to Proceed. The Owner, upon execution and delivery of the Notice to Proceed to the Contractor, is obligated to adjust the Contract for the change in the Work described in the Notice to Proceed; the extent of the adjustment(s) will be determined using the method of General Conditions Section 7.01 B specified in the Notice to Proceed, this General Conditions Article and negotiations with the Contractor; the adjustment(s) will be stated in the Change Order to be executed and delivered by the Owner to the Contractor. The Contractor, upon receipt of the Notice to Proceed, is obligated to proceed immediately and diligently with the change in the Work described in the Notice to Proceed while the adjustment(s) are determined. The Notice to Proceed shall be processed through the Project Management Program prior to execution and delivery by the Owner to the Contractor. No alteration to the standard language of the Owner's Notice to Proceed form shall be accepted. No payment for the change in the Work is due the Contractor until the Change Order is executed and delivered by the Owner to the Contractor and the Contractor has performed the change in the Work. The Owner determines the duration between execution and delivery of the Notice to Proceed and execution and delivery of the Change Order.
 3. Contractor's failure to proceed immediately and diligently with any Notice to Proceed or Change Order executed and delivered by the Owner to the Contractor, unless the Owner in writing directs otherwise, shall be a material breach of the Contract.
 4. If, after the Owner has executed and delivered a Notice to Proceed to the Contractor for a change in the Work, the Owner and the Contractor cannot agree on the adjustment(s) to the Contract for the change in the Work described in such Notice to Proceed, the Owner shall execute and deliver a Forced Change Order to the Contractor in an amount and with such other provisions that the Owner considers to be fair and reasonable for the change in the Work described in such Notice to Proceed and Forced Change Order. If the Contractor does not accept the Forced Change Order, the Contractor shall strictly comply with the requirements of General Conditions Section 7.01 D.
 5. No Change Order is executed by the Owner unless and until the Change Order is reviewed and accepted by the Owner, and properly executed by an authorized representative of the Owner with appropriate approval authority in accordance with the Owner's internal procedures.
- B. The Contract amount may be increased or decreased only by a Change Order and the amount of the adjustment is determined by one or more of the following methods, as determined by the Owner:
1. By applying the applicable unit price or prices contained in the Contract Documents, or negotiated pursuant to the provisions of this General Conditions Article. Unit prices are limited to the quantities specified in the Contract Documents or prior Change Order. Unit prices for quantities greater than specified in the Contract Documents or prior Change Order may, in the Owner's sole and exclusive discretion, be subject to negotiations between the Owner and Contractor.
 2. By estimating the fair and reasonable cost of the change in the Work or deleted Work.
 3. By determining the actual cost of the change in the Work and considering the following:

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- a. Labor, including all wages and required wage supplements, paid to employees below the rank of superintendent directly employed at the Site for the change in the Work. Minimum wages are the prevailing rate of wages defined by the NYS Department of Labor. Actual wages in excess, paid by the Contractor, may be considered by the Owner.
 - b. Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
 - c. Materials associated with the change in the Work.
 - d. Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. The Owner may employ the use of rental rates it deems most appropriate from the information in the "Equipment Watch Retail Rental and Equipment Watch Cost Recovery" databases. In no case will the equipment rental cost exceed the purchase price of the equipment. Self-owned equipment is defined to include equipment rented from Contractor-controlled or affiliated companies. It is the duty of the Contractor to utilize either rented or self-owned equipment that is of a nature and size appropriate for the Work to be performed. The Owner reserves the right to determine reasonable and appropriate equipment sizing, and at the Owner's discretion, it may adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the change in the Work. The Owner, in its sole and exclusive discretion, will determine if equipment is rented from a company controlled by or affiliated with the Contractor.
 - e. To determine the daily and hourly rate of self-owned equipment, the monthly rate shall be divided by twenty-two (22) to establish a daily rate; or by one hundred and seventy-six (176) to establish the hourly rate. The operating cost listed in the "Equipment Watch Retail Rental and Equipment Watch Cost Recovery" databases would be added to this rate to establish the billable rate.
- C. For each change in the Work, the Contractor shall submit to the Owner, within the time period provided by the Owner, the following information:
1. A detailed proposal of labor, material, and equipment costs for the change in the Work. The Contractor and Subcontractors shall use the Owner's Contractor and Subcontractor Change Order Proposal Forms, which are available directly from the Owner or from the Dormitory Authority's website.
 2. The Contractor's and Subcontractor's proposal forms shall include the following signed statement, which shall be notarized if so requested by the Owner:

"I hereby certify that the value for the labor, material and equipment that comprise the proposal, represents the value of said work, material and equipment for the work performed or to be performed, pursuant to the Contract between the undersigned and the Dormitory Authority and that no overhead or profit is included in the proposal for a change to the Work performed by any Subcontractor or for any major equipment or material supplier that is a subsidiary or an affiliate of this firm."
 3. Signed Labor Rate Worksheet to determine hourly rates for each classification of worker associated with the change in the Work. The Contractor shall use the Owner's Labor Rate Worksheets, which are available directly from the Owner or from the Dormitory Authority's website

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<http://www.dasny.org>. Only hourly rates for each classification of worker approved by the Owner can be used to determine the adjustment of the Contract amount for a Change Order. Only an authorized officer of Owner or authorized employee of Owner's Project Controls Unit can approve Labor Rate Worksheets.

4. Narrative and fragnet schedule, which describes the impact on the Project CPM schedule in calendar days associated with the change in the Work if the Contractor requests a change in the date to achieve Substantial Completion. Owner, in its sole and exclusive discretion, may waive, in writing, this requirement for requests to change the date to achieve Substantial Completion made prior to the Owner's approval of the initial Project CPM schedule. Owner's waiver of this requirement can be made only by an authorized officer of Owner or authorized employee of Owner's Project Controls Unit. If the Contractor does not submit a narrative and fragnet schedule, the Contractor acknowledges that the Change Order does not require a change in the date to achieve Substantial Completion.
 5. The Contractor agrees to provide, at the Owner's request, any additional documentation to further verify labor, material, equipment, and any other cost sought for a change in the Work.
 6. The Contractor agrees to provide, at the Owner's request, written justification for a change in the Work.
- D. Each Contractor's written change proposal shall be reviewed by the Owner consistent with the requirements of the Contract.
1. Owner and Contractor shall negotiate in good faith to agree on the adjustment(s) to the Contract for each change in the Work. The Owner is not required to respond to any change proposal submitted by the Contractor until the Contractor submits a change proposal that complies with the Contract Documents. Negotiations under this General Conditions Article shall not impact the Project schedule. The Contractor's proposal for a change in the Work is approved and accepted by the Owner only by the Owner's execution and delivery of a Change Order to the Contractor. See General Conditions Section 7.01 A. 5 for the requirements of execution and delivery.
 2. If the Owner has executed and delivered a Notice to Proceed to the Contractor for a change in the Work and the Owner and the Contractor cannot agree on the adjustment(s) to the Contract for the change in the Work described in such Notice to Proceed, the Owner shall execute and deliver a Forced Change Order to the Contractor in an amount and with such other provisions that the Owner considers to be fair and reasonable for the change in the Work described in such Notice to Proceed and Forced Change Order. If the Contractor does not accept the Forced Change Order, the Contractor shall file a notice of Claim in strict accordance with General Conditions Section 10.03 and comply strictly with all requirements of General Conditions Sections 10.03, 10.05 and 10.06. The Contractor's failure to comply with any or all of General Conditions Sections 10.03, 10.05 and 10.06 shall be deemed to be:
 - a. a conclusive and binding determination on the part of the Contractor to accept the Forced Change Order as final, binding and conclusive on the Contractor; and
 - b. a waiver by the Contractor of all Claims for additional compensation or damages as a result of the Forced Change Order.
- E. Any information representing the value of the Work performed, materials supplied and equipment utilized contained in the Contractor's and Subcontractor's proposals that constitutes False

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Representation may subject the Contractor or Subcontractor to criminal charges, including NYS Penal Law Sections 175.35 (Offering a False Instrument for Filing) and 210.40 (False Statement) and/or Title 18 U.S.C. Sections 1001 (Fraudulent and False Statements) and/or termination of the Contract for cause and civil prosecution under Article XIII of the NYS State Finance Law – the New York False Claims Act.

- F. The compensation specified in the Change Order executed by the Owner and delivered to the Contractor includes full compensation for the changes in the Work covered thereby, and the Contractor waives all rights to any other compensation, damages, or expenses for the changes in the Work described therein.
- G. The Contractor shall furnish satisfactory bills, certified payrolls, vouchers, and other cost documentation covering all items of cost and when requested by the Owner shall give the Owner access to all accounts and records relating thereto, including records of Subcontractors and material suppliers.
- H. At Substantial Completion, the Owner may address increased Project-specific bonding, liability insurance and builder’s risk insurance costs which may have resulted from changes in the Work. The Contractor shall provide satisfactory proof of and paid invoices, including cancelled checks or bank statements showing payment, for such increased costs. The Owner will not pay overhead and profit on any increased costs for bonding, liability insurance or builder’s risk insurance.
- I. General Conditions Section 10.01 applies when the Owner determines that a decision, response, direction, action, omission, or condition does not require performance of Extra Work.

Section 7.02 - Overhead and Profit

- A. See Example A for changes in the Work performed directly by the Contractor, whether a base cost is arrived at by estimated cost or actual cost method; add to base cost a sum equal to twenty percent. See Exceptions - Paragraphs “D” and “E”.

Example A:

| | |
|-------------------------|------------|
| Contractor base cost | \$1,000 |
| 20% overhead and profit | <u>200</u> |
| Total | \$1,200 |

- B. See Example B for changes in the Work performed by a Subcontractor under contract with the Contractor, where estimated or actual cost is Ten Thousand Dollars (\$10,000.00) or less; add to the base cost a sum equal to twenty percent of cost, for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the Subcontractor’s base cost.

Example B:

| | |
|---|------------|
| Subcontractor base cost | \$1,000 |
| 20% Subcontractor overhead and profit | <u>200</u> |
| Subcontractor Total | \$1,200 |
| 10% Contractor overhead and profit on base cost | <u>100</u> |
| Total | \$1,300 |

- C. See Example C for changes in the Work performed by a Subcontractor, under contract with the Contractor, which exceeds a base cost of Ten Thousand Dollars (\$10,000) in estimated or actual cost;

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add to the base cost a sum equal to twenty percent of cost for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the first Ten Thousand Dollars (\$10,000) of the Subcontractor's base cost, plus five percent of the next Ninety Thousand Dollars (\$90,000) of the Subcontractor's base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars (\$100,000) of the Subcontractor's base cost.

Example C:

| | |
|--|---------------|
| Subcontractor base cost | \$200,000 |
| 20% Subcontractor overhead and profit | <u>40,000</u> |
| Subcontractor Total | \$240,000 |
| 10% Contractor overhead and profit on first \$10,000 base cost | 1,000 |
| 5% on next \$90,000 base cost | 4,500 |
| 3% on base cost over \$100,000 | <u>3,000</u> |
| Total | \$248,500 |

- D. See Example D for overhead and profit on major equipment such as: switchgear, transformers, air handling units, boilers, etc. For extra equipment purchases by the Contractor or Subcontractors which exceeds a base cost of Ten Thousand dollars (\$10,000) in estimated or actual cost; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars (\$10,000) of the vendor's base cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the vendor's base cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the vendor's base cost. If the equipment is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

Example D:

| | |
|--|--------------|
| Vendor base cost | \$200,000 |
| 10% Contractor or Subcontractor overhead and profit on first \$10,000 base cost | 1,000 |
| 5% on next \$90,000 base cost | 4,500 |
| 3% on base cost over \$100,000 | <u>3,000</u> |
| Contractor or Subcontractor Total | \$208,500 |
| 10% Contractor overhead and profit on first \$10,000 base cost when equipment is supplied by the Subcontractor, no other mark-up allowed | <u>1,000</u> |
| Total | \$209,500 |

- E. See Example E for overhead and profit on a material only Change Order. For increased material purchases by the Contractor or Subcontractors; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars (\$10,000) of the supplier's cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the supplier's cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the supplier's cost. If the material is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

Example E:

| | |
|---|--------------|
| Material cost (net difference between original contract and revised) | \$200,000 |
| 10% Contractor or Subcontractor overhead and profit on first \$10,000 base cost | 1,000 |
| 5% on next \$90,000 base cost | 4,500 |
| 3% on base cost over \$100,000 | <u>3,000</u> |
| Contractor or Subcontractor Total | \$208,500 |

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| | |
|---|--------------|
| 10% Contractor overhead and profit on first \$10,000 base cost when material is supplied by the Subcontractor, no other mark-up allowed | <u>1,000</u> |
| Total | \$209,500 |

- F. Other than the overhead and profit described in General Conditions Section 7.02A, no further overhead and profit will be allowed for changes to the Work performed by a Subcontractor under Subcontract with the Contractor or for major equipment or material supplier determined to be an affiliate of or controlled by the Contractor. An affiliate is considered any firm or entity in which the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire either owns 5% or more of the shares of, or is one of the five largest shareholders, a director, officer, member, partner or proprietor of said Subcontractor, major equipment or material supplier; a controlled firm is any firm or entity which, in the opinion of the Owner, is controlled by the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire.
1. The Owner, in its sole and exclusive discretion, will determine if a firm or entity is an affiliate of or controlled by the Contractor.
- G. No overhead and profit shall be paid for changes in the Work performed by a Subcontractor not under Subcontract with the Contractor. No overhead and profit shall be paid on the premium portion of overtime pay. Where the changes in the Work involve both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.
- H. The Owner, in its sole and exclusive discretion, shall require any Contractor or Subcontractor that is issued a Contract pursuant to pricing from a New York State Office (NYS) of General Services (OGS) Centralized Contract held by said Contractor or Subcontractor to provide an itemized change proposal as per the rates for non-trade service labor, equipment, and materials established within aforementioned NYS OGS Centralized Contract. Rates are considered inclusive of overhead and profit and no additional markup will be approved. All other provisions of Article 7 – Changes to the Work shall apply.

Section 7.03 - Deduct Change Order

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a decrease in the Contract amount shall be as determined by the Owner. The credit shall include the overhead and profit allocable to the deleted or changed Work unless the Owner, in its sole and exclusive discretion, determines otherwise.

ARTICLE 8 -- PAYMENT

Section 8.01 - Provision for Payment

- A. The Contractor shall complete and submit to the Owner for review and written approval, the detailed Schedule of Values prior to the Contractor's first billing request. It is understood, and the Contractor acknowledges, that the Schedule of Values is an administrative tool to illustrate a format and minimum level of detail required for billing requests, and shall not be considered as delineating the Contractor's scope of Work. The Owner may require the Contractor to revise its Schedule of Values at no cost to the Owner and to provide a greater level of detail. Further, the Owner reserves the right to accept only those cost distributions which, in the Owner's opinion, are reasonable, equitably balanced and correspond to the estimated quantities in or for the Contract Documents. Owner's approval of the

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Schedule of Values can be provided only by an authorized officer of Owner or authorized employee of Owner's Project Controls Unit.

The Contractor, at its own expense, shall take all actions necessary to fully comply with the requirements of the Statewide Utilization Management Plan ("SUMP") of the NYS Contract System. Contractor shall require all Subcontractors to comply with the requirements of SUMP and the NYS Contract System. These requirements include, but are not limited to, the Contractor's timely payment to all Subcontractors and timely input in to the NYS Contract System of information, including but not limited to, information regarding Subcontractor payments and compliance with Contract requirements, including but not limited to Contract requirements for participation of Minority and Women Owned Business Enterprises in the performance of the Contract.

- B. The Owner shall not approve any billing request until:
 - 1. the Contractor is in full compliance with SUMP and the NYS Contract System; and
 - 2. the Owner provides approval of the Schedule of Values.
- C. To request a partial or full payment for partial or full performance of the Contract, Contractor shall obtain from the Owner a Contractor's billing request. The Contractor shall complete the billing request by entering in each line item thereof the percentage of completion of that item as of the end of the preceding business month or billing cycle and deliver the completed billing request to the Owner. The Owner shall review the billing request and make any changes which the Owner, in its sole and exclusive discretion, determines to be necessary so that the percentage of completion for each line item in the billing request accurately reflects the Contractor's performance of the Contract as of the end of the preceding business month. The Owner then delivers the Owner's adjusted version of the billing request to the Contractor for execution by the Contractor of the certifications of the Contractor required for partial or full payment for partial or full performance of the Contract. The Contractor delivers the executed billing request to the Owner. Any partial payment request under the Contract shall be at least thirty (30) calendar days after the preceding partial payment request under the Contract, unless the Owner in writing signed by an authorized officer permits more frequent requests.
- D. The Owner may make a partial payment to the Contractor for partial performance of the Contract on the basis of an Application for Payment for the Work performed during the preceding business month. The Owner shall retain five percent (5%) of the amount of each said Application for Payment. The Owner may make full payment to the Contractor for full performance of the Contract on the basis of an Application for Payment. Each Application for Payment shall be accompanied by all documentation required by law, including but not limited to, certified payrolls and all documentation required by the Owner, including but not limited to documentation to establish compliance with NYS Labor Law and NYS Lien Law. The Owner may require any documentation the Owner determines is necessary or useful to establish that the Contractor's performance of the Work complies with the requirements of the Contract and applicable law.
- E. Any partial payment made shall not be construed as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract. No payment, either partial or full, by the Owner to the Contractor shall waive or excuse any failure by the Contractor to comply fully with the Contract Documents. No payment will be made for Work not performed.
- F. In preparing the Contractor's billing request, material delivered to the Site and properly stored and secured at the Site and material approved to be stored off-site under such conditions as the Owner shall

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prescribe in accordance with paragraph G of this General Conditions Section 8.01, may be taken into consideration. All costs related to the storage of materials are the sole responsibility of the Contractor.

- G. The Owner will provide an agreement for materials stored off-site and specific forms that the Contractor shall complete, execute, and submit with any billing request for such material. Required information includes, but is not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases of liens, and inventory. The Owner, in its sole and exclusive discretion, may require the Contractor to certify in the agreement for materials stored off-site that the materials comply with one or more requirements of the Contract or to provide documentary proof acceptable to the Owner that the materials comply with one or more requirements of the Contract.
- H. All monthly billing requests submitted by the Contractor shall only be in the form and manner approved by the Owner. The Contractor shall furnish such affidavits, vouchers, receipts, and other documentation as to delivery and payment for materials, payment of Subcontractors, and payment of prevailing rate of wage and supplements required by NYS Labor Law as the Owner requires to substantiate each and every billing request. Contractor shall furnish any other documentation required by Owner to establish compliance with one or more requirements of the Contract or any statute or regulation, including but not limited to the certification required by General Conditions Section 16.02 and proof of compliance with NYS Labor Law Section 220-h (See General Conditions Section 16.03 H).
- I. All payments received by the Contractor under or in connection with the Contract are trust funds under Article 3-A of the NYS Lien Law and shall be applied by the Contractor in accordance with such law.

Section 8.02 - Substantial Completion and Reduction of Retainage

- A. After the Owner has determined Substantial Completion of the Work, as evidenced by the executed Notice of Substantial Completion, the Owner shall pay to the Contractor the balance due the Contractor pursuant to the Contract less:
 - 1. Two (2) times the value of any remaining items of Work to be completed or corrected as determined in accordance with paragraph B. of this General Conditions Section 8.02.
 - 2. An amount necessary to satisfy any and all claims, liens, or judgments by the Owner or third parties against the Contractor.
- B. After the Owner has determined Substantial Completion of the Work, as evidenced by the executed Notice of Substantial Completion, the Contractor shall submit to the Owner, for Owner's written approval, a detailed estimate of the value of the known remaining items of Work as set forth by the Owner and a schedule for achieving Physical Completion and Contract Completion and Acceptance of the Work. The Owner shall review that estimate and schedule and:
 - 1. Direct the Contractor to revise and resubmit the estimate, the schedule or both; or
 - 2. Approve the estimate and schedule.

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The Owner, at its discretion, may value the items of Work to be completed or corrected assuming such items will be completed or corrected by an entity other than the Contractor and may include the cost of obtaining regulatory or other third-party approval of one or more items of Work.

- C. As the remaining items of Work are completed and accepted by the Owner, the Owner shall pay the appropriate amount pursuant to a duly completed and submitted Application for Payment.
- D. The list of remaining Work items may be expanded to include additional items of corrective or completion Work until Contract Completion and Acceptance by the Owner. Appropriate payments may be withheld to cover the value of these items pursuant to this General Conditions Section 8.02.
- E. The Contractor may request from the Owner a reduction of retainage when a phase of the Work is accepted by the Owner but Owner is not obligated to grant such request.
- F. The Application for Payment for the first payment of reduction of retainage shall be accompanied by a release, by the Contractor to the Owner, in the form set forth at Exhibit "A" to the General Conditions for Construction. As set forth in such release, any Claims not specifically excepted and reserved by the Contractor per the release form will be released and forever discharged. Owner's acceptance of a release containing Claims specified by and reserved to the Contractor does not waive any rights of the Owner arising under the Contract or any other source with respect to such Claims. By executing this Contract, Contractor acknowledges and agrees that it has reviewed the release in the form set forth at Exhibit "[X]" to the Contract Documents. Submission of the duly completed release set forth at Exhibit "[X]" to the Contract Documents along with the Application for Payment for the first payment of reduction of retainage is a condition precedent to the release of any retainage by the Owner. The requirement of a release may be waived only in writing and only by the Owner's Office of Counsel. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the Performance or Payment bonds.

Section 8.03 - Release and Consent of Surety

Notwithstanding any other provision of the Contract Documents to the contrary, reduction of retainage and/or the final Application for Payment shall not become due until the Contractor submits to the Owner a General Release from the Contractor and, if the Owner requests, a Consent of Surety to said payment in form and content acceptable to the Owner. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the Performance or Payment bonds.

Section 8.04 - Liens

- A. Upon the Owner's receipt of a notice of public improvement lien, all, or a portion, of the amounts due in the current and subsequent payments due the Contractor shall be withheld until a sum which shall be one and one-half (1 1/2) times the amount stated to be due in the notice of public improvement lien shall have been withheld from payments due the Contractor. This sum shall be withheld until the lien is discharged. The Contractor shall promptly discharge any notice of public improvement lien by filing a bond pursuant to NYS Lien Law Section 21, subdivision 5. If any Subcontractor should file a notice of lien against the property upon which the Project is located, such lien is void and Contractor, at its expense shall obtain and file an order of the Supreme Court of the State of New York cancelling such lien. If Contractor shall fail to obtain such order or if Contractor shall file a notice of lien against the property upon which the Project is located, the Owner may obtain an order of the Supreme Court of the

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State of New York cancelling such lien and deduct the attorney's fees and other costs incurred in obtaining and filing such order from any amount due the Contractor.

- B. Upon receipt of any other lien, levy, notice to withhold, restraining notice, court or administrative order or any other instrument allowed by law and directing the Owner to withhold payments due Contractor, the Owner will withhold the sum which Owner determines is necessary to withhold to comply with the applicable law. This sum shall be withheld until the instrument is, in the Owner's sole and exclusive discretion, appropriately satisfied or discharged.

Section 8.05 - Withholding of Payments

- A. The Owner may withhold from the Contractor any part of any payment as may, in the judgment of the Owner, be necessary:
1. To ensure payment of just claims of any natural person or entity supplying labor, materials, or equipment for the Work.
 2. To protect the Owner from loss due to defective Work not remedied.
 3. To protect the Owner, Client, or any Consultant from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of Other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or Subcontractors.
 4. To ensure payment of fines and penalties, that may be imposed on the Contractor pursuant to the provisions of the Contract.
 5. To ensure payment of fines, penalties, or damages that may be imposed on the Contractor pursuant to General Conditions Article 20 - Opportunity Programs.
 6. To protect and make whole the Owner from a Contractor's non-compliance to the requirements set forth in General Conditions Article 14 – Protection of Persons and Property and Article 15 – Insurance and Bonds.
 7. To protect the Owner and Client from damage caused or claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work of the Contract in strict accordance with the Contract Documents.
- B. The Owner shall have the right to apply any such amounts so withheld in such a manner as the Owner may deem proper to satisfy said claims, fines, and penalties, or to secure said protection. Said application of the money shall be deemed payments for the account of the Contractor.

Section 8.06 - Late Payment

Timeliness of payment and any interest to be paid to the Contractor for late payment is governed by Section 2880 of the NYS Public Authorities Law. Timely payment by the Contractor to the Subcontractor is governed by Section 139-f of the NYS State Finance Law which requires payment by the Contractor to the Subcontractor within seven (7) calendar days of receipt of payment from the Owner.

Section 8.07 – False Representations/Information

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- A. False Representations, information, or data submitted on or with Applications for Payment may result in one or more of the following actions:
 - 1. Termination of the Contract for cause;
 - 2. Disapproval of future bids or contracts or subcontracts;
 - 3. Withholding of final payment on the Contract; and
 - 4. Civil and/or criminal prosecution (See General Conditions Sections 7.01 E and 10.03 F).
- B. The provisions of this General Conditions Section 8.07 are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

ARTICLE 9 -- TIME OF COMPLETION

Section 9.01 - Substantial Completion

- A. The Contractor shall commence performance of the Work at the time stated in the Notice to Proceed and the Contractor shall achieve Substantial Completion no later than the date for Substantial Completion specified in the Contract. Notwithstanding anything to the contrary, a schedule submitted by the Contractor showing Substantial Completion earlier than that specified in the Contract shall not entitle the Contractor to any additional cost in the event the earlier date is or is not realized unless agreed to by the Owner.
- B. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that Substantial Completion of the Work on or before the date for Substantial Completion specified in the Contract, is an essential condition of the Contract.
- C. The Contractor agrees that the Work shall be prosecuted regularly, diligently, and cooperatively with Other Contractors at such rate of progress as shall ensure Substantial Completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time to achieve Substantial Completion allowed herein is reasonable.
- D. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for Substantial Completion of the Work, the new date of Substantial Completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost of the Owner or Client if the Owner determines in its sole and exclusive discretion that the Contractor is without fault and that the delay in Substantial Completion of the Work is due:
 - 1. To any preference, priority or allocation order duly issued by the Government of the United States or the State of New York.
 - 2. To an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, pandemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - 3. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in Subsections 1 and 2 of this paragraph provided the Contractor shall, within fifteen (15) calendar

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days from the beginning of any such delay, notify the Owner in writing of the causes of the delay. Notice shall be delivered to the Owner as specified in General Conditions Section 10.03 C.

- E. The date of Substantial Completion may be modified only by a Change Order.
- F. If the Contractor shall neglect, fail, or refuse to achieve Substantial Completion by the date specified, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner for loss of beneficial use of the Work of the Contract an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day thereafter that the Contractor does not achieve Substantial Completion.
- G. If the Contractor shall abandon performance of the Work before achieving Substantial Completion, the Contractor agrees to pay to the Owner for loss of beneficial use of the Work of the Contract an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day after both the date of abandonment and the date specified for Substantial Completion that the Work has not achieved Substantial Completion. The obligation of the Contractor to pay liquidated damages as provided in this paragraph shall survive the termination of the Contract pursuant to General Conditions Section 11.01.
- H. If the Owner terminates the Contract before the Contractor achieves Substantial Completion, the Contractor agrees to pay to the Owner for loss of beneficial use of the Work of the Contract an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day after both the date of termination of the Contract and the date specified for Substantial Completion that the Work has not achieved Substantial Completion. The obligation of the Contractor to pay liquidated damages as provided in this paragraph shall survive the termination of the Contract pursuant to General Conditions Section 11.01.
- I. Said amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would sustain for loss of beneficial use of the Work of the Contract in the event of delay in Substantial Completion, abandonment of the Work by the Contractor or termination of the Contract pursuant to General Conditions Section 11.01, and said amount is agreed to be the amount of damages sustained by the Owner and said amount may be retained from time to time by the Owner.
- J. The foregoing liquidated damages are intended to compensate the Owner only for the loss of beneficial use of the Work of the Contract. In addition, the Contractor shall be liable to the Owner and the Client, to the fullest extent permitted by law, for whatever actual damages (other than actual loss of beneficial use) the Owner or Client may incur as a result of any actions or inactions of the Contractor or its Subcontractors including, without limitation, interest expense and carrying costs, liabilities to Other Contractors working on the Project or other third parties, job extension costs, and other losses incurred by the Owner or Client. The provisions of this paragraph are for the exclusive use of the Owner and Client, and shall not accrue to Other Contractors or other third parties.
- K. The Owner will issue the Notice of Substantial Completion after the Owner, in its sole and exclusive discretion, has determined that Substantial Completion of the Work has occurred.

Section 9.02 – Physical Completion and Contract Completion and Acceptance

- A. After the Owner has issued the Notice of Substantial Completion, the Contractor shall comply with General Conditions Section 8.02 B. Compliance with General Conditions Section 8.02 B is a condition precedent to the payment described in General Conditions Section 8.02 A. Once the Owner approves

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the detailed estimate of the value of the known remaining items of Work and the schedule for achieving Physical Completion and Contract Completion and Acceptance, the Contractor shall achieve Physical Completion and Contract Completion and Acceptance no later than the dates for each in the approved schedule. The Owner and Contractor agree that achieving Physical Completion and Contract Completion and Acceptance no later than the dates for each in the approved schedule is an essential condition of the Contract and that time is of the essence.

- B. The Contractor agrees that after achieving Substantial Completion, Contractor shall continue to prosecute the remaining items of Work regularly, diligently, and cooperatively with Other Contractors. Contractor further agrees that once the schedule for achieving Physical Completion and Contract Completion and Acceptance is approved, the Contractor shall prosecute the remaining items of Work regularly, diligently, and cooperatively with Other Contractors at such a rate of progress as shall ensure the achieving of Physical Completion and Contract Completion and Acceptance by the dates for each in the approved schedule.
- C. The list of remaining Work items may be expanded to include additional items of corrective or completion Work until Contract Completion and Acceptance by the Owner. Appropriate payments may be withheld to cover the value of these items pursuant to General Conditions Section 8.02.
- D. The Owner will issue the Notice of Physical Completion after the Owner, in its sole and exclusive discretion, has determined that Physical Completion of the Work has occurred.
- E. The Owner will issue the Notice of Contract Completion and Acceptance after the Owner, in its sole and exclusive discretion, has determined that Contract Completion and Acceptance of the Work has occurred. Contract Completion and Acceptance follows or may be concurrent with Physical Completion.

ARTICLE 10 -- CLAIMS AND DISPUTES

Section 10.01 - Claim for Extra Work

- A. If the Contractor claims that:
 - 1. a decision of, or direction or response to the Contractor by, the Owner, Consultant, or Owner Representative;
 - 2. a condition; or
 - 3. any action or omission of the Owner;

is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work, Contractor shall file a written notice of Claim in strict accordance with General Conditions Section 10.03. No Claim for Extra Work shall be allowed unless the Contractor files a written notice of Claim that complies strictly with the requirements of General Conditions Sections 10.01 and 10.03. The notice of Claim shall identify the decision, direction, response, action, omission, or condition from which the Claim arises. The Contractor shall also strictly comply with all other requirements of General Conditions Sections 10.01 and 10.03.

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- B. If the Owner determines the decision, response, direction, action, omission, or condition does not require the performance of Extra Work, the Owner shall issue a Disputed Work Directive. The Contractor, upon receipt of the Disputed Work Directive shall immediately and diligently proceed with the Work described in the Disputed Work Directive in accordance with all instructions of the Owner. Contractor's failure to proceed immediately and diligently with any Disputed Work Directive issued by the Owner, unless the Owner in writing directs otherwise, shall be a material breach of the Contract. Contractor's performance of the Work described in and pursuant to the Disputed Work Directive shall not be a waiver of the Contractor's Claim for Extra Work provided the Contractor strictly complies with all requirements of General Conditions Sections 10.01 and 10.03. The Owner may issue a Disputed Work Directive for a decision, response, direction, action, omission, or condition before the Contractor files a notice of Claim arising from such decision, response, direction, action, omission, or condition; if the Owner does so, the Contractor shall still file a notice of Claim in strict compliance with General Conditions Section 10.03 and shall strictly comply with all requirements of General Conditions Sections 10.01 and 10.03.
- C. The Contractor's failure to comply strictly with any or all parts of General Conditions Sections 10.01 and 10.03 shall be deemed to be:
1. a conclusive and binding determination on the part of the Contractor that the decision, response, direction, action, omission, or condition does not involve Extra Work; and
 2. a waiver by the Contractor of all Claims for additional compensation or damages as a result of the decision, response, direction, action, omission, or condition.

Section 10.02 - Claim for Additional Cost

- A. If the Contractor wishes to make a Claim for an increase in the cost to perform the Work, including but not limited to a Claim alleging breach of the Contract by Owner, the Contractor shall file a written notice of Claim strictly in accordance with General Conditions Section 10.03. The notice of Claim shall identify the condition or event from which the Claim arises. No Claim for an increase in the cost to perform the Work of the Contract shall be allowed unless the Contractor files a notice of Claim that complies strictly with the requirements of General Conditions Section 10.02 and 10.03. Contractor shall also strictly comply with all other requirements of General Conditions Sections 10.02 and 10.03. The Owner shall determine the validity of the Contractor's contention. Pending the decision of the Owner, the Contractor shall proceed with the diligent and prompt performance of the Work. Denial of additional costs shall not entitle the Contractor to additional time to achieve Substantial Completion. Nothing in this paragraph waives any of Owner's rights under the Contract.
- B. The Contractor's failure to comply strictly with any or all parts of General Conditions Sections 10.02 and 10.03 shall be deemed to be:
1. a conclusive and binding determination on the part of the Contractor that the event or condition does not increase the cost to perform the Work of the Contract; and
 2. a waiver by the Contractor of all Claims for additional compensation or damages as a result of the event or condition.

Section 10.03 - Notice of Claim and Substantiation

- A. A written notice of Claim shall be delivered concurrently to the Owner's Representative and Project Controls Unit by the Contractor within fifteen (15) calendar days after occurrence of the event, decision,

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direction, response, action, or omission giving rise to such Claim or within fifteen (15) calendar days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier. The burden of proving the Owner's receipt of the notice of Claim shall be the Contractor's responsibility. Contractor's failure to comply with the requirements of this Section 10.03 shall constitute a waiver of its Claim.

- B. Within ninety (90) calendar days of the initial notice of Claim, the Contractor shall substantiate the Claim in writing and document the nature of the Claim and provide supporting cost data and documentation, Contractor's original cost estimate, Project CPM schedule demonstrating alleged impact of and correlation to the Claim subject matter and a Contractor affidavit stating the following:

"I hereby certify that the value assigned the work, labor, material and equipment that comprise the Claim, represents the actual value of said work, labor, material and equipment pursuant to the Contract between the undersigned and the Dormitory Authority."

1. The Contractor shall provide, every thirty (30) calendar days thereafter for as long as such damages are incurred, written, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages.
 2. Contractor shall identify the final written, verified statement for each Claim submitted pursuant to this paragraph.
 3. Each written, verified statement shall be delivered as set forth in paragraph C of this General Conditions Section 10.03.
- C. The Contractor shall provide the Owner's Representative one (1) electronic copy of the documented Claim and mail two (2) paper copies of the documented Claim to:

Dormitory Authority
Project Controls Unit
515 Broadway
Albany, NY 12207-2964

- D. The Owner, at any time after the Contractor files a notice of Claim, may request additional documentation to determine the validity of the Contractor's contention and the Contractor shall submit such additional documentation within the time period specified by the Owner in the Owner's request for additional documentation. The Owner, at any time after the Contractor files a notice of Claim, may request an updated and reconciled electronic copy of the documented Claim and the Contractor shall submit such a copy within ten calendar days.
- E. The value of any Claim, if allowed, shall be determined by the methods described in General Conditions Article 7 – Changes in the Work. No Claim shall be allowed unless and until a Change Order allowing the Claim is executed and delivered by the Owner to the Contractor; payment of an allowed Claim may be made only through an Application for Payment.
- F. Any information representing the actual value of the labor performed, equipment utilized and material furnished contained in the Claim that constitutes False Representation may subject the Contractor or

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Subcontractor to criminal charges, including NYS Penal Law Sections 175.35 (Offering a False Instrument for Filing) and 210.40 (False Statement) and/or Title 18 U.S.C. Sections 1001 (Fraudulent and False Statements) and/or termination of the Contract for cause and civil prosecution under Article XIII of the NYS State Finance Law – the New York False Claims Act.

Section 10.04 - No Damages for Delay

- A. No Claims for increased costs, charges, expenses, or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's sole and exclusive discretion, may compensate the Contractor for any said delays or hindrances by extending the date for achieving Substantial Completion specified in the Contract. No payment for increased cost, charge, expense, or damage of any kind shall act as a waiver of the Owner's right, in its sole and exclusive discretion, to compensate the Contractor for any delays or hindrances from any cause whatsoever solely by extending the date for achieving Substantial Completion specified in the Contract.
- B. If the Contractor claims that a delay or hindrance entitles the Contractor to additional time to achieve Substantial Completion, the Contractor shall submit a written request to the Owner for such additional time within fifteen (15) calendar days of the event or condition giving rise to the request. The written request shall identify the event or condition causing the alleged delay or hindrance giving rise to the request and show that the Contractor is not responsible for the delay or hindrance or for any concurrent delay. The Contractor shall submit with the request an updated Project CPM schedule that shows the impact of the event or condition on the Project CPM schedule. The request and updated Project CPM schedule shall be submitted to the Owner in accordance with General Conditions Section 10.03 C. The Owner may request additional documentation to decide the Contractor's request and the Contractor shall submit such additional documentation within the time period specified by Owner in the Owner's request for additional documentation. Failure of the Owner to respond in writing to a written request for additional time within thirty (30) calendar days shall be deemed a denial of the request unless the Owner extends the period to respond to the written request for additional time by written notice to the Contractor. While the Owner is considering the Contractor's request, the Contractor shall proceed with the diligent and prompt performance of the Work. Denial of additional time shall not entitle the Contractor to additional costs.
- C. The Contractor's failure to comply strictly with any or all parts of General Conditions Sections 10.03 and 10.04 shall be deemed to be:
 - 1. a conclusive and binding determination on the part of the Contractor that the event or condition causing the alleged delay or hindrance does not require additional time to achieve Substantial Completion; and
 - 2. a waiver by the Contractor of all Claims for additional time to achieve Substantial Completion as a result of the event or condition causing alleged delay or hindrance.

Section 10.05 - Continuance of the Work

Unless the Owner, in writing, permits otherwise, the Contractor shall proceed diligently and promptly with the performance of the Work while the Owner considers a notice of Claim filed pursuant to:

- A. General Conditions Sections 7.01D and 10.03;
- B. General Conditions Sections 10.01 and 10.03; or

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C. General Conditions Sections 10.02 and 10.03;

or while the Owner considers a request for additional time to achieve Substantial Completion filed pursuant to General Conditions Sections 10.03 and 10.04 or while the Owner considers any other Claim.

Section 10.06 - Resolution of Claim

- A. Any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion shall be final, binding and conclusive on the Contractor unless within fifteen (15) calendar days after receiving notice of the Owner's resolution, the Contractor files a written notice with the Owner that the Contractor reserves the Contractor's rights under the Contract in connection with the matters covered by said resolution or determination. The written notice shall be filed in strict accordance with General Conditions Sections 10.03 C and 10.06. The Contractor's failure to comply strictly with these requirements shall be deemed to be a waiver by the Contractor of all Claims for additional compensation or damages included in the Claim and the request for additional time to achieve Substantial Completion.
- B. After any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion, the Contractor shall proceed diligently and promptly with the performance of the Work whether the Contractor files a written notice with the Owner that the Contractor reserves the Contractor's rights under the Contract in connection with the matters covered by said resolution or determination or the Contractor does not file such a written notice. Nothing in this paragraph waives any of the Owner's rights under the Contract.
- C. Contractor shall file no action or proceeding in a court challenging any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such Claim or request for additional time to achieve Substantial Completion in this General Conditions Article 10. Nothing in this paragraph waives any of Owner's rights under the Contract.
- D. Contractor shall file no action or proceeding in court challenging any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion until Contractor has achieved Physical Completion of the Work. Contractor agrees that any court action or proceeding challenging any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion filed before Contractor has achieved Physical Completion of the Work is premature. Nothing in this paragraph waives any of Owner's rights under the Contract. The Owner, in its sole and exclusive discretion, may modify this paragraph by a Contract Amendment.
- E. At its sole and exclusive discretion, the Owner may resolve any Claim or a request for additional time to achieve Substantial Completion without waiving its rights under the Contract.

ARTICLE 11 – TERMINATION OR SUSPENSION

Section 11.01 – Termination for Cause

- A. In the event that any provision of the Contract is violated by the Contractor or by any Subcontractor, the Owner may serve written notice upon the Contractor and upon the Contractor's surety, if any, of the Owner's intention to declare a Contractor Default (defined in the Performance Bond) and terminate the Contract. Such notice shall contain the reasons for the intention to declare a Contractor Default and

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terminate the Contract. The Contractor will be allowed an opportunity to show why the Owner should not declare a Contractor Default and why the Contractor's Contract should not be terminated for cause. If the violation shall not cease or arrangements satisfactory to the Owner are not made, the Owner, in writing, may declare a Contractor Default and the Contract shall terminate upon the date specified by the Owner in the declaration of Contractor Default. The Owner shall send the Contractor and the Contractor's surety, if any, written notice of and a copy of the declaration of Contractor Default and termination of the Contract. In the event of a declaration of Contractor Default and termination of the Contract, the Owner has the remedies set forth in the Performance Bond, the Contract, and all remedies at law or in equity.

- B. In the event of any such termination, the Owner may take over the Work and prosecute the Contract to completion and take possession of and may utilize such materials, appliances, and equipment on the Site and necessary or useful in completing the Work. The Contractor and Contractor's surety shall be liable to the Owner for all costs incurred by the Owner.
- C. In the event the termination for cause is determined to be improper, the termination shall be deemed a termination pursuant to General Conditions Section 11.02 – Termination for Convenience of Owner.

Section 11.02 - Termination for Convenience of Owner

- A. The Owner, at any time, may terminate the Contract in whole or in part. Any such termination shall be effected by delivering to the Contractor a written notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which the termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from the termination.
- B. The Owner shall pay the Contractor for Work of the Contract performed by the Contractor and accepted by the Owner for the period extending from the end of the period covered by the last approved Application for Payment up to the effective date of the termination, an amount determined in accordance with General Conditions Article 7 – Changes in the Work. In no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. In no event shall Contractor be entitled to overhead or profit on the Work not performed.
- C. In the event of such termination the Owner may take over the Work and prosecute the Contract to completion and may take possession of and may utilize such materials, appliances, and equipment on the Site and necessary or useful in completing the Work.

Section 11.03 - Owner's Right to do Work

The Owner at any time may notify the Contractor that the Owner will have the Work of the Contract or any part thereof, performed by others, without terminating the Contract and without prejudice to any other right the Owner may have. The Owner may recover any and all costs related to such Work and deduct the value of such Work from the Contract amount. In the event the total costs related to such Work performed by others, or other costs associated with compliance with the Contract Documents, exceeds the available funds remaining in the Contract, the Owner shall have the right to recover said funds from the Contractor.

Section 11.04 - Suspension of Work

- A. Should the Owner determine that conditions exist such that it becomes necessary to suspend performance of all or any part of the Work, the Owner, at its sole discretion, shall issue to the Contractor a Suspend Work Order. Upon receipt of the order, the Contractor shall immediately comply with its

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terms and take reasonable steps to protect the Work covered by the order during the period of work suspension. The order shall contain the reason or reasons for suspension which may include, but is not limited to, latent field conditions, substantial program revisions, acquisition of rights of way or real property, financial crisis, labor disputes, civil unrest, expired insurance, court order, public health emergency or acts of God.

- B. Upon receipt of a Suspend Work Order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
- C. The Contractor specifically agrees that such suspension of the Work shall not increase the cost of the Work. However, to the extent that the suspension of the Work is through no fault of the Contractor, the Owner may consider requests for compensation provided that the Contractor complies with General Conditions Article 10 – Claims and Disputes.
- D. The date of Substantial Completion of the Work may be extended by Change Order to compensate the Contractor for the time lost by the suspension.
- E. The Owner may terminate the Suspend Work Order by a written direction to the Contractor or through the issuance of a Resume Work Order, or may invoke any other provision of General Conditions Article 11 – Termination or Suspension.

Section 11.05 – Stoppage of Work

- A. Should the Contractor fail to comply with the terms of the Contract, including but not limited to the insurance requirements of the Contract, the Owner may at any time, in its sole discretion, issue a Stop Work Order requiring the Contractor to stop all or any part of the Work. Upon receipt of the order, the Contractor shall immediately comply with its terms and take reasonable steps to protect the Work covered by the order during the period of work stoppage. The Owner, at its option, shall either:
 - 1. Cancel the Stop Work Order after the Contractor has successfully remedied the cause of the Stop Work Order; or
 - 2. Invoke any other provision of General Conditions Article 11 – Termination or Suspension.
- B. The Contractor shall not be entitled to an increase in time or costs as a result of the Stop Work Order. Owner may, in its sole discretion, consider requests for an increase in time or costs provided that the Contractor complies with General Conditions Article 10 – Claims and Disputes.

ARTICLE 12 -- BENEFICIAL OCCUPANCY

Section 12.01 - Occupancy Prior to Substantial Completion

- A. If, before Substantial Completion, the Owner desires Beneficial Occupancy of any part of the Work, the Owner shall have the right to do so, and the Contractor shall in no way interfere with or object to Beneficial Occupancy. Payment for operational costs of Project systems for the part of the Work subject to Beneficial Occupancy from the time of Beneficial Occupancy to Substantial Completion shall be borne by the Owner, unless otherwise specified by the Contract.
- B. Said Beneficial Occupancy (1) shall not constitute acceptance of space, systems, materials, or elements of the Work and (2) shall not affect the obligations of the Contractor for Work which is not in

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accordance with the requirements of the Contract or other obligations of the Contractor under the Contract.

The Contractor shall continue the performance of the Work in a manner that shall not unreasonably interfere with said use, occupancy, and operation by the Owner.

ARTICLE 13 -- INSPECTION

Section 13.01 - Access to the Work

The Owner shall at all times have access to the Work and the Contractor shall provide proper facilities for access. If the Contractor schedules or performs any Work on a day or at a time which results in a Dormitory Authority employee assigned to the Project receiving overtime compensation or an additional charge to the Dormitory Authority from an Other Contractor for such Work, the Dormitory Authority, in its sole and exclusive discretion, may deduct such overtime compensation and such additional charge from moneys due the Contractor. If the Contractor intends to schedule any Work, including but not limited to any testing or inspection, outside the regular operating hours for the Project, the Contractor must provide the Owner and any Other Contractor involved in such Work at least fifteen (15) calendar days written notice of the scheduled date for such Work. The Owner, in its sole and exclusive discretion, may reduce the required number of days of notice for one or more occasions by written notice to the Contractor and to any involved Other Contractors.

Section 13.02 - Notice for Testing and Inspection

If the Contract Documents, the Owner's instructions, laws, rules, ordinances, or regulations require that any Work be inspected or tested, the Contractor shall give the Owner a minimum of five (5) calendar days, unless otherwise specified, written notice of readiness of the Work for inspection or testing and the date fixed for said inspection or testing.

Section 13.03 - Reexamination of Work

Reexamination of any part of the Work may be ordered by the Owner, and if so ordered the Work shall be uncovered by the Contractor. If said Work is found to be in accordance with the Contract, the Owner shall pay the cost of reexamination. If said Work is not found to be in accordance with the Contract, the Contractor shall pay the cost of reexamination and replacement.

Section 13.04 - Inspection of Work

All Work, all materials whether incorporated in the Work or not incorporated in the Work, all processes of manufacture, and all methods of construction shall be, at all times and places, subject to the inspection of the Owner, and the Owner shall be the final judge of the quality and suitability of the Work, materials, processes of manufacture, and methods of construction for the purposes for which said Work, materials, processes of manufacture, and methods of construction are used. Any Work not approved by the Owner shall be reconstructed, made good, replaced, or corrected immediately by the Contractor including all work of Other Contractors destroyed or damaged by said removal or replacement. Rejected material shall be removed immediately from the Site. Acceptance of material and workmanship by the Owner shall not relieve the Contractor from the Contractor's obligation to replace all Work that is not in full compliance with the Contract.

Section 13.05 - Defective or Damaged Work

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If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work damaged or not performed in accordance with the Contract Documents, the Contract amount shall be reduced by an amount, which in the judgment of the Owner, shall be deemed equitable.

Section 13.06 – Testing of Work

All materials and equipment used in the Work shall be subject to testing in accordance with accepted standards to establish conformance with the Contract Documents and suitability for intended use or as directed by the Owner. Any Work covered or concealed without the approval or consent of the Owner, shall be uncovered for examination. No testing by the Owner or by a testing laboratory on behalf of the Owner relieves the Contractor of the responsibility to maintain quality control of materials, equipment, and installation to conform to the requirements of the Contract Documents. The Owner may order additional testing for any test results below specified minimums, above specified maximums or otherwise unacceptable. Additional cost for testing, professional services and any other expenses related to the additional testing shall be at the Contractor's expense. The Owner may deduct such costs from moneys due the Contractor.

Section 13.07 - Final Completion

No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract. No payment, either partial or full, by the Owner to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract Documents. The Contractor shall remedy all defects and deficiencies at the Contractor's expense, paying the cost of any damage to other Work, the work of Other Contractors and the property of the Owner or Client. No Work is completed and accepted until the Owner issues the Notice of Contract Completion and Acceptance. Contract Completion and Acceptance is limited to the Work described in the Notice of Contract Completion and Acceptance.

Section 13.08 - Guarantee

The Contractor shall, in all respects, guarantee the Work to the Owner and be responsible for all material, equipment, and workmanship of the Work. The Contractor shall forthwith repair, replace or remedy in a manner approved by the Owner, at the Contractor's expense, any material, equipment, workmanship, or other part of the Work found by the Owner to be defective or otherwise faulty and not in compliance with the Contract Documents, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Contract, from the date of Substantial Completion determined by the Owner. For items of Work performed after the date of Substantial Completion, the minimum period of one (1) year in the preceding sentence shall begin with the date of Physical Completion. The Contractor shall also pay for any damage to the Work, any damage to the work of Other Contractors and any damage to the property of the Owner or Client resulting from said defect or fault.

ARTICLE 14 -- PROTECTION OF PERSONS AND PROPERTY

Section 14.01 – Site Safety and Protection

- A. The Contractor and each Subcontractor shall comply with all applicable rules, regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The Contractor and each Subcontractor shall comply with all Client safety requirements. The Contractor and each Subcontractor shall comply with

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all City of New York safety requirements for Projects within the City of New York constructed in accordance with the Building Code of the City of New York.

- B. The Contractor and each Subcontractor, and only the Contractor and each Subcontractor, shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work and the Contractor shall require each Subcontractor to initiate, maintain and supervise its own safety precautions and programs for any portion of the Work for which the Subcontractor is responsible and to generate safety reports for days when safety inspections occur. The Contractor shall prepare and submit to the Owner a written safety plan for the Site showing how all safety requirements of applicable law and the Contract will be implemented for the duration of the Contract. The Contractor shall designate a responsible person at the Site whose duties shall include maintaining site safety pursuant to OSHA and any other applicable requirements including NYS EO 202, conducting weekly tool box meetings with its workers, implementing the Site safety plan and providing the Owner with a copy of such meeting minutes.
- C. The Owner shall provide the Contractor with copies of the Owner's safety orientation booklet. The Contractor shall provide a copy to each of its workers and to each worker of its Subcontractors prior to each worker starting Work. The Contractor shall maintain documentation that each worker received a copy of the Owner's safety orientation booklet prior to the worker starting Work.
- D. The Contractor and each Subcontractor shall, at all times: (1) guard the Owner's property from damage or loss in connection with the Work; (2) guard and protect the Contractor's Work and adjacent property; (3) replace or make good any said loss or damage unless said loss or damage is caused directly by the Owner; and (4) guard the lives and health of all persons on and in the vicinity of the Site.
- E. The Contractor and each Subcontractor shall protect all adjoining property and shall repair or replace any said property damaged or destroyed during the progress of the Work.
- F. The Contractor is responsible for ensuring that each Subcontractor executes the Subcontractor's obligations in this General Conditions Section 14.01.

Section 14.02 - Protection of Work

- A. The Contractor shall be responsible for the safety, efficiency and adequacy of the Contractor's Work, plant, appliances, and methods, and for any damage which may result from the failure or the improper construction, maintenance, or operation of such Work, plant, appliances, and methods.
- B. The Contractor shall have full responsibility to protect and maintain all materials on and off site in proper condition and forthwith repair, replace and make good any damage thereto until Physical Completion. The Contractor shall maintain an inventory of all materials for the Project that are delivered to the Site or approved for off-site storage facilities pursuant to General Conditions Section 8.01 G. All tools, spare parts, extra materials, attic stock and similar items delivered by the Contractor after Physical Completion shall be in proper condition and Contractor shall forthwith repair, replace, and make good any damage thereto until the later of Contract Completion and Acceptance or the expiration of one year from delivery.
- C. The Contractor shall immediately report any loss, theft, burglary, vandalism, or damage of materials or installed work to the Owner by phone and email as soon as it is discovered. If vandalism, theft, or burglary is suspected as the cause of the loss, the Contractor shall notify Site security personnel and the municipal police, protect the place of the loss until released from protection by the Owner, and insure that no potential evidence relating to the loss is removed from the place of the loss.

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- D. Any insurance claim alleging damage to the Work shall be submitted to the Owner pursuant to General Conditions Section 10.03.
- E. A claim for damage to the Work shall include the following in addition to the requirements of General Conditions Section 10.03:
 - 1. A copy of a police report (if applicable).
 - 2. A complete inventory of damages or lost items including:
 - a. Description of each item.
 - b. Purchase date and proof of delivery of each item.
 - c. Supplier from whom purchased.
 - d. Serial number (if applicable).
 - e. Price of each item.
 - 3. The name, address and telephone number of the person who controlled the lost or damaged items immediately before the loss or damage.
 - 4. The name, address and telephone number of the person who discovered the loss or damage.
 - 5. A written description of how the loss or damage occurred.
- F. The Owner may deny any claim from the Contractor under this General Conditions Section 14.02 if all items required by this General Conditions Section 14.02 are not provided or are not satisfactory to the Owner.

Section 14.03 - Protection of Lives and Health

- A. The Contractor and each Subcontractor shall be responsible for the safe performance of the Work and their Means and Methods of Construction and for any injury or loss that shall occur from a failure to meet such responsibility.
- B. The Contractor shall, within twenty-four (24) hours, notify the Owner and each Subcontractor shall, within twenty-four (24) hours, notify the Contractor of any incident, accident, illness, or injury that occurred on the Project Site. The Contractor shall follow-up and provide the Owner with a copy of Form C-2, Employers Report of Injury/Illness within twenty-four (24) hours of any incident, accident, illness, or injury, a copy of the recorded OSHA Log and any and all reports and statements pertaining to such incident, accident, illness, or injury.
- C. The Contractor and each Subcontractor shall maintain a record of all cases of death, illness or injury requiring medical attention, hospitalization, or causing loss of time from work, arising out of and in the course of performance of Work of the Contract.
- D. The Contractor and each Subcontractor shall preserve and safeguard the area of any incident, accident, illness, or injury where the person required emergency medical treatment. The Contractor shall secure

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the area and not allow any material object or property to be altered, changed, moved, or removed from the area and post a person at the area to protect it. Safeguarding and protecting the area shall only be abandoned by the Contractor upon release by the Owner. The Contractor shall provide the Owner, within twenty-four (24) hours, a list of witnesses which includes the full name, home address, occupation and telephone number of each person and all maintenance records, tool box meeting records and daily reports reflecting the work performed on the day of the incident. The Contractor shall provide, within twenty-four (24) hours of learning of the actual or potential existence of any other witnesses, the Owner with updated information which includes the full name, home address, occupation, and telephone number of each additional witness.

- E. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the Contractor shall install, maintain, and operate said appliances or methods.
- F. The Contractor and each Subcontractor shall provide, in accordance with the terms of the relevant insurance policies and, as soon as practicable, within five (5) calendar days, written notice to each of its liability insurers (primary, excess and umbrella) of any such incident, accident, illness, injury, or death on the Project Site on behalf of itself, the Owner, the Client, and the Construction Manager. This provision does not remove the obligation of each insured to provide notice to its liability insurers. The Contractor and each Subcontractor shall provide to the Owner, the Client and the Construction Manager, a copy of such notice at the time such notice is given to each insurer as well as confirmation of receipt of such notice by each insurer.
- G. The Contractor is responsible for ensuring that each Subcontractor executes the Subcontractor's obligations in this General Conditions Section 14.03.
- H. Drug Testing Policy:
 - 1. The Contractor shall undertake or continue, and ensure each Subcontractor shall undertake or continue, a drug testing policy designed to maintain a safe working environment.
 - 2. The Contractor shall submit to the Owner, within seventy-two (72) hours after the date of the execution of this Contract, its drug testing policy in connection with the Project. Owner reserves the right in its sole discretion to direct that the Contractor's drug testing policy, at a minimum, contains a requirement to drug test any employee involved in an incident on the Project involving any reported bodily injury or any property damage over \$1000 in value. Owner may also require random drug testing when appropriate in accordance with law along, with certifications to Owner regarding the status of the testing.
 - 3. The Contractor shall not allow any worker or employee on a work site who is under, appears to be under, or is suspected of being under the influence of drugs or alcohol. Such employee shall not be allowed on site until drug testing has occurred and Owner has approved.
- I. Professional Conduct:
 - 1. The Contractor acknowledges and agrees that professionally appropriate conduct is a material obligation of this Contract. All employees, officers and representative of Contractor shall conduct themselves professionally in all communications in connection with the Project, including but not limited to communications with Subcontractors and other contractors.

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2. Use of abusive, threatening, vulgar or other offensive language, whether written or oral, is a breach of the obligation set forth in paragraph (1) of this section 14.03 (I).
3. Contractor will receive a warning in writing from Owner upon breach of the obligation set forth paragraph (1) of this section 14.03 (I). Contractor agrees that any subsequent breach of paragraph (1) of this section 14.03 (I) committed after receipt of the written warning is grounds for the Owner to terminate this Contract for cause, or for the Owner to avail itself of any other remedy at law.
4. The Contractor shall include the provisions set forth in paragraphs (1) and (2) of this section 14.03 (I) in every subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.

J. Sexual Harassment:

1. As a condition to the award of this Contract, Contractor affirms that it has implemented (i) a written policy addressing sexual harassment prevention in the workplace and that (ii) it provides or will provide annual sexual harassment training to all of its employees, both of which meet the requirements of New York law including Section 201-g of the New York State Labor Law. The policy shall equal or exceed the standards set forth by the New York Department of Labor pursuant to the model sexual harassment prevention policy in connection with New York Labor Law Section 201-g (1). The Contractor shall ensure that all its employees receive a copy of the sexual harassment prevention policy pursuant to New York law and shall provide a copy to owner upon request.
 2. The Contractor shall submit to the Owner, within seventy-two (72) hours after the date of the execution of this Contract, its sexual harassment prevention policy. The Owner may direct Contractor to revise its sexual harassment prevention policy to the extent that the Owner determines that the policy fails to meet the standards set forth in paragraph (1) of this section. Owner's failure to direct Contractor to revise its policy does not constitute a determination or representation that the policy satisfies New York law nor that the policy meets the standards set forth in paragraph (1) of this section.
 3. The Contractor shall include the provisions set forth in paragraph (1) of this section 14.03 (J) in every subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.
- K. Failure of the Contractor to comply with provisions of this General Conditions Section 14.03 shall be deemed a material breach of Contract and the Owner may impose a payment penalty on the Contractor for any act of non-compliance. The payment penalty shall not exceed one twentieth (1/20) of the contract price or a maximum of One Thousand Dollars (\$1,000) for each time the Contractor fails to perform or to provide the information, reports, forms, etc. required in this General Conditions Section 14.03. This payment penalty is not exclusive; the Owner may avail itself of any other contractual remedy available.

Section 14.04 - Risks Assumed by the Contractor

The Contractor agrees that each duty set forth in this General Conditions Section 14.04 is separate, distinct, and independent from the other duties in this General Conditions Section 14.04.

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- A. To the fullest extent permitted by law, the Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of the Owner, of the Client, of any Subcontractor, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the performance of the Work, whether said risks are within or beyond the control of the Contractor and whether said risks involve any legal duty, primary or otherwise, imposed upon the Owner or Client, regardless of the presence or absence of culpable conduct on the part of the Contractor, excepting only risks which arise from faulty designs as shown by the Drawings and Specifications or from the percentage of negligence attributed to the Owner, the Client or the Construction Manager or the Owner's, Client's or Construction Manager's members, officers, representatives or employees that caused the loss, damage or injuries hereinafter set forth:
1. To the fullest extent permitted by law, the risk of loss or damage, including direct or indirect damage or loss, of whatever nature to the Work or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Owner, the Construction Manager, the Contractor or any Subcontractor, materialman or worker performing services or furnishing materials for the Work regardless of the presence or absence of any culpable conduct on the part of the Contractor, excepting only risks which arise from the percentage of negligence attributed to the Owner, Client or Construction Manager or the Owner's, Client's or Construction Manager's members, officers, representatives or employees that caused the loss or damage. The Contractor shall bear said risk of loss or damage until Physical Completion or until completion or removal of said plant, equipment, tools, materials or property from the Site and the vicinity thereof, whichever event occurs last. In the event of said loss or damage, the Contractor immediately shall repair, replace, or make good any said loss or damage.
 2. To the fullest extent permitted by law, the risk of claims, just or unjust, by third persons against the Contractor, the Owner, the Client, or the Construction Manager on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work by the Contractor or any Subcontractor, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the operations of the Contractor or any Subcontractor or presence at or in the vicinity of the Site of the Contractor or any Subcontractor, regardless of the presence or absence of any culpable conduct on the part of the Contractor. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to Physical Completion of the Work excepting only the percentage of negligence attributed to the Owner, Client or Construction Manager or the Owner's, Client's or Construction Manager's members, officers, representatives or employees that caused the deaths, losses, damages or injuries, regardless of the presence or absence of any culpable conduct on the part of the Contractor. The Contractor shall bear the risk for all deaths, injuries, damages, or losses sustained or alleged to have been sustained after Physical Completion resulting from the Contractor's negligence or alleged negligence.
 3. To the fullest extent permitted by law, the Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the Contractor or otherwise, and to all property, arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work by the Contractor or any Subcontractor, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Contractor's or any Subcontractor's operations or presence at or in the vicinity of the Site, regardless of the presence or absence of any culpable conduct on the part of the Contractor. If any person shall make said claim for any damage or injury, including death resulting therefrom, or any alleged breach of any statutory duty or obligation on

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the part of the Owner, the Client, Construction Manager, or any of the servants and employees of the Owner, Client or Construction Manager, the Contractor shall indemnify and hold harmless the Owner, the Client, the Construction Manager, and any of such servants and employees, for any and all loss, damage or injury that the Owner, the Client Construction Manager, or any such servants and employees, may sustain as the result of any claim, provided however, the Contractor shall not be obligated to indemnify and hold harmless the Owner, the Client Construction Manager, and any such servants and employees for their own negligence, if any. In the event that any negligence is attributed to the Owner, Client, Construction Manager or any such servants or employees, then that particular entity or person shall be indemnified and held harmless for all of its liability minus the percentage of negligence attributed to that particular entity or person.

4. Notwithstanding any contrary provision of the Contract, and to the fullest extent permitted by law, the Contractor shall, within ten (10) calendar days of notice from the Owner, Client or Construction Manager, assume the obligation to defend and represent the Owner, the Client, the Construction Manager, and any of the servants and employees of the Owner, Client or Construction Manager, with counsel selected by the Owner, in all claims by third parties arising out of or alleged to arise out of or as a result of or in any way associated with the duties, obligations or requirements of the Contractor or any Subcontractor pursuant to the Contract, or the presence of the Contractor or any Subcontractor on the Site. This obligation to defend applies immediately and is separate and independent of and distinct from the enforceability of any obligation of Contractor or any Subcontractor to indemnify or hold harmless the Owner, the Client, the Construction Manager and the servants or employees of the Owner, Client, and Construction Manager. The Contractor's obligation to defend includes, but is not limited to, payment of any legal fees associated with defending the Owner, the Client, the Construction Manager and any such servants and employees, all costs of investigation, expert evaluation, and any other costs. If the Contractor fails to so defend and represent the Owner, the Client, the Construction Manager, or any such servants and employees with counsel selected by the Owner, the Owner may proceed to defend and represent itself, the Client, the Construction Manager and any such servant and employee with counsel selected by Owner. Contractor shall make payment of the selected counsel's fees and expenses and all other defense costs incurred by Owner immediately upon receipt of Owner's demand.
- B. The Contractor's obligations under this General Conditions Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty-four (24) hours after receiving a written notice of loss or damage or claim from the Owner, the Client, or the Construction Manager. The Contractor shall make a claim to its insurer specifically under the provisions of the contractual liability coverage and any other coverage afforded the Owner, the Client or Construction Manager including those of being a named insured or an additional insured where applicable.
- C. Neither Contract Completion and Acceptance of the Work nor making any payment shall release the Contractor from the Contractor's obligations under this General Conditions Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this General Conditions Article or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this General Conditions Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor or particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.

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- D. Notwithstanding any provision of the Contract to the contrary, and to the fullest extent permitted by law, if the Contractor does not fulfill one or more of Contractor's obligations under General Conditions Articles 14 and 15 to defend, indemnify, hold harmless, and procure insurance for the Owner, Client and Construction Manager, and the Owner, Client or Construction Manager commences a court action to enforce one or more of the Contractor's obligations to defend, indemnify, hold harmless and procure insurance for the Owner, Client and Construction Manager, the Contractor, in addition to its other obligations, shall pay the costs of the Owner, Client and Construction Manager to bring and prosecute the court action, including but not limited to attorney and consultant fees, expenses and court fees. If the Owner, Client, or Construction Manager commences a court action against an insurance company to obtain coverage under an insurance policy which the Contractor represented would provide coverage to the Owner, Client or Construction Manager, the Contractor, in addition to its other obligations, shall pay the costs of the Owner, Client, and Construction Manager to bring and prosecute the court action, including but not limited to attorney and consultant fees, expenses, and court fees.

ARTICLE 15--INSURANCE AND BONDS

Section 15.01 - General Provisions

- A. The Contractor and Subcontractors shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing such policies.
- B. The Contractor and Subcontractors shall maintain in force all insurance required to be procured by them under this Contract until issuance of the Notice of Physical Completion by the Owner except where this Contract requires an insurance policy to be maintained for a period beyond issuance of the Notice of Physical Completion in which case the Contractor and Subcontractors shall maintain such insurance policy in force for the specified period beyond issuance of the Notice of Physical Completion.
- C. All insurance required to be procured and maintained by the Contractor and Subcontractors under this Contract shall be procured from insurance companies licensed to do business in the State of New York by the NYS Department of Financial Services and rated at least A- by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.
- D. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that the policy shall not be canceled, materially changed, or not renewed without at least thirty (30) calendar days written notice to the Owner except for non-payment in which case notice to the Owner shall be provided as required by law.
- E. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that at least thirty (30) calendar days prior to the expiration of the policy, evidence from the carrier of renewal or replacement of the policy by the carrier, with terms and limits no less favorable than the expiring policy, or written notice from the carrier that the policy will not be renewed or replaced by the carrier, shall be delivered to the Owner.
- F. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall be written on an occurrence basis except where this Contract explicitly allows otherwise.
- G. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that the Owner and the Client shall not be responsible for any claim expenses and loss payments within the deductible or the self-insured retention

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and that the Contractor or Subcontractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. At any time this Contract requires the Contractor or any Subcontractor to maintain an insurance policy, the Owner may require the Contractor or any Subcontractor to provide proof, acceptable to the Owner in its sole discretion, that the Contractor or Subcontractor has assets or security sufficient to satisfy all deductible or self-insured obligations under such insurance policy for which the Contractor or Subcontractor may be liable under the claims pending or reasonably possible against the Contractor or Subcontractor at the time the Owner requires the proof. A failure of the Contractor or Subcontractor to provide such proof is a failure of the Contractor or Subcontractor to maintain the insurance required by the Contract or to provide the Owner with evidence of valid and in-force insurance coverage required by the Contract for purposes of General Conditions Section 15.05.

- H. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that there shall be no right of subrogation against the Owner, Client, or Construction Manager. If any of the Contractor's policies or any of the policies of any Subcontractor prohibit such a waiver of subrogation, the Contractor or Subcontractor shall secure the necessary permission to grant this waiver of subrogation. Any and all such permission shall be confirmed by a manuscript endorsement to the relevant insurance policy or policies and a certified copy of the endorsement shall be provided to the Owner and Construction Manager.
- I. Each liability and protective liability insurance policy required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that the coverage afforded the Owner, Client and Construction Manager under such policy shall be primary and non-contributory and that such policy shall be primary to any other insurance policy maintained by the Owner, by the Client or by the Construction Manager. Any other insurance policy maintained by the Owner, by the Client or by the Construction Manager shall be in excess of and shall not contribute with the Contractor's or Subcontractor's insurance policy, regardless of the "other insurance" clause contained in the Owner's, Client's or Construction Manager's own policy of insurance or the Contractor's or Subcontractor's insurance policies.
- J. Any other Contract Document, including but not limited to the Information for Bidders, but excluding Change Orders, may require any of the Contractor and Subcontractors to provide at its or their expense any other form or limit of insurance necessary to secure the interests of the Owner or Client.
- K. Notwithstanding any other provision of the Contract, the Owner, in a Change Order or Contract Amendment, may require the Contractor and any or all Subcontractors to provide, at the expense of the Owner, any other form or limit of insurance in addition to the insurance requirements of the original Contract necessary to secure the interests of the Owner, Client, or Construction Manager.
- L. Neither the procurement nor the maintenance of any type of insurance by the Owner, the Client, the Contractor or the Construction Manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor or any Subcontractor from any of the obligations or risks accepted by the Contractor and Subcontractors or to be a limitation on the nature or extent of said obligations and risks or to be a limitation of any obligation to defend, indemnify, hold harmless and procure insurance for the Owner, Client and Construction Manager.
- M. All provisions of General Conditions Article 14 - Protection of Persons and Property and General Conditions Article 15 – Insurance and Bonds are to the fullest extent permitted by law. One purpose of this Contract is to allocate, to the fullest extent permitted by law, all risk of loss to the Contractor, each Subcontractor, and the insurers of each. Each insurance company from which Owner or Client

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has directly purchased an insurance policy is a third-party beneficiary of the Contractor's and each Subcontractor's obligations to procure insurance.

- N. Contractor is responsible for ensuring that each Subcontractor obtains and maintains in the required amount each type of insurance policy required by this Contract and that such insurance policy provides the Owner, Client and Construction Manager with the coverage required by this Contract.
- O. Contractor agrees and acknowledges that, because the Contractor (and not the Owner or Client) is responsible for performance of the duties and obligations set forth in this Contract for completion of the Project, the Contractor, through the use of insurance, intends to allocate all losses to such insurance to protect itself and the Owner and Client.

Section 15.02 - Submission of Insurance

- A. Owner will not execute the Contract unless the Contractor shall submit to the Owner or the Owner's designee proof of insurance in such forms as requested and deemed acceptable by the Owner, indicating the Project, and showing evidence of all insurance required under the Contract. Upon the Owner's request, the Contractor shall provide a copy of each insurance policy required by the Contract certified by the insurance carrier as a true and complete copy. The Owner may request such a certified copy of a policy at any time and may make such requests as often as the Owner, in its sole and exclusive discretion, deems necessary. Each request may be for a certified copy of one or more policies. In addition, the Contractor shall provide copies of certificates of insurance to the Construction Manager, if applicable. Certificates of insurance, notwithstanding anything to the contrary contained on the Certificate of Insurance, when submitted to the Owner, constitute a warranty by the Contractor and its insurance agent or broker, that the insurance coverage described is in effect for the policy term shown.
- B. The Contractor shall submit to the Owner or Owner's designee insurance certificates (Accord 25, or equivalent as determined by the Owner), copies of declaration pages, schedules of forms and endorsements, copies of all named insured endorsements, all endorsements of the policy granting coverage to the Owner, Client, and Construction Manager, and such other documents requested by the Owner as proof of insurance for the Contractor. All insurance submittals must be approved by the Owner or the Owner's designee prior to the Contractor's commencement of Work.
- C. Upon the Owner's request, the Contractor shall submit to the Owner or Owner's designee proof of insurance for one or more Subcontractors, in such forms as requested and deemed acceptable by the Owner, indicating the Project, and showing evidence of all insurance required under the Contract. Upon the Owner's request, the Contractor shall provide a copy of each insurance policy of the Subcontractor or Subcontractors required by the Contract and certified by the insurance carrier as a true and complete copy. The Owner may request such a certified copy of a policy at any time and may make such requests as often as the Owner, in its sole and exclusive discretion, deems necessary. Each request may be for a certified copy of one or more policies for one or more Subcontractors. In addition, the Contractor shall provide copies of certificates of insurance to the Construction Manager, if applicable. Certificates of insurance of the Subcontractors, notwithstanding anything to the contrary contained on the Certificate of Insurance, when submitted to the Owner by the Contractor, constitute a warranty by the Contractor, the Subcontractor and the Subcontractor's insurance agent or broker, that the insurance coverage described is in effect for the policy term shown.
- D. Upon request of the Owner made any time after bids are opened, the Contractor shall submit insurance certificates (Accord 25 and 855, or equivalent as determined by the Owner), copies of declaration pages, schedules of forms and endorsements, copies of all named insured endorsements, all endorsements of the policy granting coverage to the Owner, Client, and Construction Manager, and such other

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documents requested by the Owner as proof of insurance for a Subcontractor. Owner may request proof of insurance for one or more Subcontractors at the same or at different times and may request proof of insurance for a particular Subcontractor as often as Owner, in its sole and exclusive discretion, determines is necessary.

Section 15.03 - Insurance Provided by Contractor

- A. Prior to award of the Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times required by this Contract all of the insurance required under this Contract. Each Subcontractor shall procure, at its sole cost and expense, prior to the Contractor submitting to the Owner the name of such Subcontractor and prior to such Subcontractor commencing performance of any of the Work, and each Subcontractor shall maintain in force at all times required by this Contract all of the insurance required under this Contract. The insurance that the Contractor and each Subcontractor shall procure and maintain under this Contract includes, but is not limited to, the following:
1. Workers' Compensation (including occupational disease) and Employer's Liability insurance. Full New York State Workers' Compensation and Employer's Liability coverage shall be provided and evidenced by one of the following certificates (**Acord certificates are not acceptable**):
 - a. C-105.2 (September '15, or most current version) - Certificate of NYS Workers' Compensation Insurance Coverage. The insurance carrier shall provide a completed form as evidence of in-force coverage.
 - b. U-26.3 – (or any replacement) NYS Insurance Fund Certificate of Workers' Compensation Coverage. The NYS Insurance Fund shall provide a completed form as evidence of in-force coverage.
 - c. GSI-105.2(2/02 or most current version) - Certificate of Participation in Workers' Compensation Group Board-approved self-insurance. The NYS Workers' Compensation Board's Self Insurance Office or the Contractor's Group Self Insurance Administrator shall provide a completed form.
 - d. SI-12 (5/09 or most current version) Affidavit Certifying That Compensation Has Been Secured. The NYS Workers' Compensation Board's Self Insurance Office or the Contractor's Self Insurance Administrator shall provide a completed form.
 2. Disability Benefits insurance. Full New York State Disability Benefits coverage for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law shall be provided and evidenced by one of the following certificates:
 - a. DB-120.1 (September 15, or most current version) - Certificate Of Insurance Coverage Under the NYS Disability Benefits Law.
 - b. DB-155 (9/16) – Compliance with Disability Benefits Law. The NYS Workers' Compensation Board's Self Insurance Office shall provide a completed form.
 - c. CE 200 Certificate of Attestation of Exemption. (Note: this form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. The Dormitory Authority of the State of New York will not accept this as an exemption from providing Worker's Compensation Insurance.) The Certificate may be obtained from the NYS

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Workers Compensation Board's website at <http://www.wcb.state.ny.us>. The CE 200 cannot be used for multiple projects; therefore, a new form shall have to be completed prior to award of any subsequent contract.

3. Commercial General Liability (CGL) insurance. The CGL insurance policy shall cover the liability of the Contractor or Subcontractor for bodily injury, property damage, and personal/advertising injury arising from performance of the Work or operations or presence at or in the vicinity of the Site of the Contract. The limits under such policy shall not be less than the following: the limit for each occurrence shall be at least \$2,000,000; the general aggregate limit shall be at least \$4,000,000; the personal and advertising injury limit shall be at least \$1,000,000; ; the Fire Damage Legal Liability shall be at least \$1,000,000; and the Products Completed Operations limit shall be at least \$4,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies. Coverage shall provide and encompass at least the following:
 - a. If the Contractor or Subcontractor proposes the use of a policy other than the ISO form CG 00 01 12 07, the Contractor or Subcontractor shall provide the proposed policy to the Owner which, in its sole and exclusive discretion, will determine whether the proposed policy provides equivalent coverage. The Contractor or Subcontractor shall pay Owner any attorney fees and other costs incurred by Owner in determining whether the proposed policy provides equivalent coverage. Owner will select the attorney providing advice on the proposed policy.
 - b. ISO Endorsement Forms CG 20 10 04 13 and CG 20 37 04 13, or their equivalents, specifically naming as additional insureds the Dormitory Authority, Client, any other entities as required by the Contract Documents, and if applicable, the Construction Manager and for form CG 20 37 04 13 or its equivalent, specifically listing the Project location. In the event said endorsements or equivalents are not able to be provided, the Owner may accept, at the Owner's sole discretion, CG 20 38 04 13 or its equivalent or other manuscript endorsements providing equivalent coverage.
 - c. If the Contractor or Subcontractor proposes the use of an endorsement or endorsements other than the ISO Endorsement Forms CG 20 10 04 13 and CG 20 37 04 13, the Contractor or Subcontractor shall provide the proposed endorsement(s) to the Owner or the Owner's designee which, in its sole and exclusive discretion, will determine whether the proposed endorsements provide equivalent coverage. Contractor and Subcontractor shall pay Owner any attorney fees and other costs incurred by Owner in determining whether the proposed endorsements provide equivalent coverage. Owner will select the attorney providing advice on the proposed endorsements.
 - d. Additional insured status for Owner, Client, Construction Manager and any other entities as required by the Contract Documents shall apply during the Products/Completed Operations phase as well as during the course of performance of the Work.
 - e. The policy provisions required by General Conditions Section 15.01.
 - f. Excavation, Collapse and Underground Hazards.
 - g. Independent contractors/subcontractors.
 - h. Blanket Written Contractual Liability covering all indemnity agreements, including all indemnity obligations contained in the Contract, and covering tort liability of another assumed in a contract.

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- i. Products and completed operations coverage for a term no less than three years commencing upon issuance by the Owner of the Notice of Physical Completion.
 - j. Premises liability.
 - k. Defense and/or indemnification obligations, including obligations assumed under this Contract.
 - l. Cross liability for additional insureds.
 - m. Contractor and Subcontractor means and methods.
 - n. Liability resulting from Section 240 or Section 241 of the NYS Labor Law.
 - o. ISO Endorsement CG 25 03 11 85 or its equivalent applying the policy's general aggregate limit separately to the Project.
 - p. The maximum deductible or self-insured retention shall be \$50,000.
 - q. No endorsement or provision in the policy shall exclude coverage for Owner, Client, or Construction Manager for any liability when the injured party is an employee of Contractor or any Subcontractor.
 - r. No endorsement or provision in the policy shall require privity of contract between the Owner and Subcontractor or between the Client and the Contractor or Subcontractor or between the Construction Manager and the Contractor or Subcontractor in order for the Owner, the Client, or the Construction Manager to have coverage as an insured on such insurance policy.
 - s. If the Contractor or Subcontractor must provide a Railroad Protective Liability insurance policy, the CGL exclusion for work within fifty (50) feet of railroad property must be deleted.
 - t. No endorsement or provision in the policy shall have a height limitation or exclusion.
 - u. No endorsement or provision in the policy shall have a classification exclusion with respect to work performed for the Owner, Client, and Construction Manager.
 - v. Owner, Client, and Construction Manager shall be covered for any and all liability arising out of acts or omissions of Contractor and any Subcontractor.
4. Commercial Automobile Liability insurance. The Commercial Automobile Liability insurance policy shall cover liability arising out of the use of any motor vehicle in connection with the Contract, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the laws of NYS to bear, license plates. The policy shall have a combined single limit for bodily injury and property damage of at least \$1,000,000. The limit may be provided through a combination of primary and umbrella and/or excess liability policies. If the Contract involves the removal of hazardous waste or otherwise transporting Hazardous Materials, pollution liability coverage for covered autos shall be provided by endorsement CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

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5. Umbrella and/or Excess Liability insurance. When the limits of the CGL, Commercial Auto Liability or Employers' Liability policies procured are insufficient to meet the limits specified in the preceding paragraphs, Commercial Umbrella or Excess Liability policies shall be procured and maintained provided, however, that the total amount of insurance coverage is at least equal to the requirements specified in the preceding paragraphs. The Commercial Umbrella or Excess Liability policies shall follow the same form as the CGL, Commercial Automobile Liability and Employers Liability insurance policies required in the preceding paragraphs. The Umbrella and/or Excess Liability policies shall be primary to any other insurance maintained by the Owner or Client or Construction Manager or any other additional insured. Any other insurance maintained by the Owner, the Client, the Construction Manager, or any other additional insured shall be in excess of and shall not contribute with the Contractor's or Subcontractor's Umbrella or Excess Liability insurance policies, regardless of the "other insurance" clause contained in the Owner's or Client's or Construction Manager's or other additional insured's own policy of insurance or the Contractor's or Subcontractor's insurance policies.
 6. The Contractor shall secure, pay for, and maintain property insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Owner, Client and, if applicable, the Construction Manager and other entities specified as additional insureds on the sample certificate of insurance provided by the Owner in the bidding documents or their agents and employees responsible for any losses; and the Owner, Client and, if applicable, the Construction Manager and other entities specified as additional insureds on the sample certificate of insurance provided by the Owner in the bidding documents and their agents and employees shall have no such liability.
- B. Notwithstanding any other provision of the Contract to the contrary and to the fullest extent permitted by law, Contractor shall be liable for all costs and fees, including counsel fees, incurred by or on behalf of the Owner, the Client or the Construction Manager in any action brought by or against the Owner, Client or Construction Manager concerning insurance coverage owed to Owner, Client or Construction Manager by any insurer for which Contractor or any Subcontractor represented that the Owner, Client and Construction Manager would be an insured or would benefit in any way if a claim was brought against Owner, Client and Construction Manager .

Section 15.04 - Other Insurance Provided by Contractor

The Contractor and each Subcontractor shall also procure and maintain as required by General Conditions Sections 15.01 B and 15.03 A the following insurance:

- A. United States Longshore and Harbor Workers' Compensation Act and Jones Act: When, to perform the Work, the Contractor or any Subcontractor is engaged in activities on or near a shoreline or on or near the navigable waterways of the United States or when any part of the Work is connected to water related activities, the Workers' Compensation policy referenced above of the Contractor and any such Subcontractor shall be endorsed to provide Jones Act and United States Longshore and Harbor Workers' Act coverage.
- B. Contractor's Pollution Liability insurance: When the Work includes abatement, removal, repair, replacement, enclosure, encapsulation or disposal of any pollutants, which include but are not limited to, petroleum, petroleum products, mold, asbestos, lead or any other Hazardous Material, the Contractor or any Subcontractor performing Work involving any of the pollutants, shall procure and maintain in

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full force and effect pollution legal liability insurance with limits of at least \$2,000,000 providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured and coverage that encompasses at least the following:

1. Endorsement specifically naming as additional insureds: Dormitory Authority, the Client, and if applicable, the Construction Manager and other entities specified on the sample certificate of insurance provided by the Owner in the bidding documents.
 2. The policy provisions required by General Conditions Section 15.01.
 3. A maximum deductible or self-insured retention of \$50,000.
 4. Coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit or proceedings against the Owner, Client or Construction Manager arising from the Work.
 5. Coverage shall be provided until three years after the Owner issues the Certificate of Physical Completion.
- C. Railroad Protective Liability insurance: If any Work of the Contract is to be performed on or within fifty (50) feet of a railroad property or railroad right of way or will require entrance upon railroad property or right of way or will require assignment of a railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability policy with the policy limits required by the owner(s) of the railroad. For purposes of this paragraph, a subway is a railroad. The policy form shall be ISO-RIMA or an equivalent form approved by the owner(s) of the railroad. The railroad owner(s) shall be the named insured on the policy and the definition of "physical damage to property" shall mean direct and accidental loss of or damage to all property of any named insured and all property in any named insured's care, custody, or control. If the Contractor shall provide a Railroad Protective Liability insurance policy, the Contractor and any Subcontractor performing on or within fifty (50) feet of railroad property or railroad right of way or entering railroad property or right of way or requiring assignment of a railroad employee shall have their CGL insurance policy endorsed to delete the exclusion of coverage for Work within fifty (50) feet of railroad property.
- D. Professional Liability insurance: Each of the Contractor and any Subcontractor performing any Work which involves delegation of design shall procure and maintain Error and Omissions Liability Insurance for the delegated design Work with a minimum insurance limit of not less than two (2) million dollars issued to and covering damage for liability imposed on the Contractor or Subcontractor by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Contract. This insurance may be issued on a claims-made policy form and shall be maintained for no less than three (3) years after issuance by the Owner of the Notice of Physical Completion. The policy, at the sole expense of the Contractor or Subcontractor, shall have extended Discovery Clause coverage of at least three (3) years after issuance by the Owner of the Notice of Physical Completion if the policy is cancelled or not renewed. The maximum deductible or self-insured retention is \$100,000.
- E. Unmanned Aircraft System (UAS) Insurance: Any Contractor or Subcontractor proposing the use of any Unmanned Aircraft System for any purpose on a Project, including but not limited to investigation, surveying, photography, inspections or observation, shall comply with all of Owner's policies and procedures regarding such use and shall provide coverage, in the form of an Unmanned Aircraft System (UAS) endorsement to the Commercial General Liability Coverage required above or Aircraft Liability

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Coverage with a minimum limit of \$1,000,000. Such coverage shall name the Owner and any required third parties as additional insureds.

- F. Marine Protection & Indemnity insurance and Hull & Machinery insurance: Each of the Contractor and any Subcontractor performing any Work on navigable water or connected to water-related activities or with marine operations, shall procure and maintain Marine Protection & Indemnity insurance and Hull & Machinery insurance. Hull & Machinery coverage shall be provided for the total value of the watercraft and equipment used in the Work on navigable water or connected to water-related activities or with marine operations. The Contractor shall obtain a Marine Protection & Indemnity Liability insurance policy for all navigable water, water-related or marine activities or operations under the Contract with a minimum limit of \$2,000,000. The Owner, the Client and, if applicable, the Construction Manager and other entities specified on the sample certificate of insurance provided by the Owner in the bidding documents shall be additional insureds on the Marine Protection & Indemnity Liability insurance policy. The Marine Protection & Indemnity Liability insurance policy shall provide coverage that encompasses at least the following:
5. The policy provisions required by General Conditions Section 15.01.
 2. A maximum deductible or self-insured retention of \$50,000.
 3. Coverage shall be provided until the Owner issues the Certificate of Physical Completion.
 4. Endorsement specifically naming as additional insureds: Dormitory Authority, the Client, and if applicable, the Construction Manager and other entities specified on the sample certificate of insurance provided by the Owner in the bidding documents.

Section 15.05 - Stop Work Order - Insurance

- A. All insurance certificates are valid for one (1) year from the date the certificate is signed/stamped, or until policy expiration, whichever is earlier. The Contractor shall be responsible to submit updated insurance certificates to the Owner or the Owner's designee thirty (30) calendar days prior to any insurance certificate expiration date.
- B. Failure of the Contractor or any Subcontractor to maintain the insurance required by the Contract or to provide the Owner or the Owner's designee with evidence of valid and in-force insurance coverage required by the Contract shall result in a Stop Work Order pursuant to General Conditions Article 11 – Termination or Suspension and/or withholding of payment to the Contractor.
- C. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor or Subcontractor shall immediately cease Work on the Project. The Contractor or Subcontractor shall not resume Work on the Project until authorized to do so by the Owner or the Owner's designee.
- D. Any delay or time lost as a result of the Contractor or Subcontractor not having proper insurance required by this General Conditions Article or not providing the Owner or the Owner's designee with evidence of valid and in force insurance required by the Contract shall not give rise to a delay Claim or any other Claim against the Owner. Further, the Contractor may be liable to other contractors for costs incurred by reason of the Contractor's or Subcontractor's failure to provide insurance.

Section 15.06 – Builder's Risk

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- A. The Owner will provide Builder's Risk insurance for all projects, except for those projects listed in paragraph B of this General Conditions Section 15.06.
1. The Owner shall, except as otherwise specified, at all times beginning with the Notice to Proceed and until Substantial Completion, procure and maintain, at the Owner's sole cost and expense, "All Risk" Builder's Risk insurance. The Contractor and Subcontractors will be covered for the Work of the Contract, except losses up to and including the deductible shall be borne by the Contractor. The Owner shall, at the Owner's sole discretion, have the power to adjust and to settle with the insurer any loss or claim under the Builder's Risk insurance. Reimbursement for loss, if any, shall be made payable to the Owner. The deductible is stated in the Information for Bidders.
 2. Coverage shall include sub limits for property in transit and for property in storage on and off the Site. Specific higher limits for transit or for storage may be available as circumstances may require upon written request by the Contractor or any Subcontractor to the Owner at least 30 calendar days before such higher limit would take effect if the request is granted. Owner in its sole and exclusive discretion may grant or deny the request for a higher limit for transit or storage. If the Owner denies the request, the Contractor or Subcontractor shall have no Claim against the Owner for any cost or damage. If the Owner grants the request, the Owner may condition the grant upon the Contractor or Subcontractor paying the additional cost for the higher limit for transit or storage.
 3. No coverage shall be provided to the Contractor or any Subcontractor under any property insurance policy of the Owner or Client which only covers completed, occupied structures.
- B. The Contractor shall procure and maintain, at its sole cost and expense, Builder's Risk insurance for all OMH, OPWDD, OASAS, NYCHA, and HTFC-GOSR projects, or when otherwise specified, as provided below.
1. The Contractor shall maintain until the date of Physical Completion, an All Risk Builder's Risk Completed Value Form insurance policy, with coverage for at least the value of the Work of the Contract except for excavation work, planting and seeding, and Work buried in the ground other than wiring and walking tunnels, but including debris removal costs and architect, engineering and other costs to evaluate damage and provide any design or other services necessary to correct or minimize damage in the event of damage to the Work covered by the policy or such higher amount of coverage as required by the Owner in this Contract. Debris removal costs shall include demolition as may be necessary by the operation of any law, ordinance, or regulation. The policy shall cover property of the Owner or Client when in the Contractor's care, custody, or control. The policy shall name as insureds the Owner, Client and Contractor and shall include such soft costs coverage for the Owner and Client as specified in this Contract. The extended coverage endorsement may include a loss deductible of \$10,000 or less. The Contractor shall bear all losses up to and including the deductible provision.
 2. Coverage shall also include sub limits for equipment, material, and other property in transit or in storage on or off the Site. Specific higher limits of coverage for property in transit or storage, at Contractor's expense, may be required by the Owner due to circumstances of the Project.

Each Builder's Risk insurance policy shall include the following endorsement:

"It is made a condition of this insurance that until the Owner issues the Notice of Physical Completion to the Contractor, occupancy of the premises shall not require consent of the insurer, nor shall such occupancy be the basis for a rate adjustment."

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3. Builder's Risk insurance policy shall name the Dormitory Authority and the Contractor Loss Payees in order of precedence, as their interests may appear and shall run until the date of Physical Completion. Policies expiring on a fixed date before Physical Completion shall be renewed not less than thirty (30) calendar days before such expiration date. Such policy shall not be changed by endorsement without the knowledge and consent of the Owner and in particular, shall provide that no notice of cancellation by the insurer shall be effective until sixty (60) calendar days after such notice is received by the Owner. If the policy is issued by a mutual insurance company, the policy shall provide that the Owner and the Client shall not be liable for any premium or assessment under the policy; the Contractor shall be responsible for all premiums and assessments.
4. The Owner may withhold the Contractor's payment for Work which is required to be insured until original binder or policies for the Builder's Risk insurance are provided to the Owner pursuant to General Conditions Section 15.06.

Section 15.07 - Bonds Provided by Contractor

- A. The Contractor shall provide the Performance Bond in an amount at least equal to 100% of the Contract sum as security for the faithful performance of the Contract. The Contractor shall also provide the Payment Bond in an amount at least equal to 100% of the Contract sum for the payment of all persons performing labor or providing materials in connection with the Work of the Contract. The Contractor shall execute the Performance Bond form and the Payment Bond form included in the Contract Documents.
- B. If at any time the Owner, in its sole and exclusive discretion, shall become dissatisfied with any surety or sureties upon the Performance Bond or the Payment Bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) calendar days after written notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on said bond or bonds. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond or bonds to the Owner.
- C. The surety company, on all bonds, shall be authorized to do business in the State of New York by the NYS Department of Financial Services and rated at least A- by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.

ARTICLE 16 -- GENERAL PROVISIONS of the CONTRACT

Section 16.01 - General Law Provisions

- A. This Contract and its enforcement, and any controversy arising out of or relating to the making or performance of this Contract, shall be governed by and construed in accordance with the law of the State of New York, without regard to the New York principles of conflicts-of law and except where the United States supremacy clause requires otherwise.
- B. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and shall be enforced as though so included therein.
- C. The Contractor shall comply fully with all applicable laws, rules, and regulations, and as applicable, Building Code of New York State or Building Code of the City of New York.

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- D. The Contractor agrees that the Contract shall be deemed executory to the extent of moneys available from either: (1) the proceeds of bonds issued by the Dormitory Authority for the Contract, (2) moneys made available by the Client to the Owner for the Contract, (3) other moneys made available to the Owner from whatever source specifically for the Contract and no liability shall be incurred by the Owner beyond moneys available therefore.
- E. The relationship created by the Contract between the Owner and the Contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the Owner and the Contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the Contractor as an agent of the Owner for any purpose whatsoever.
- F. Except as provided herein, this Contract and each and every provision hereof and thereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, the State of New York, the Client, or any institution at which the Work is being carried out beyond such as may legally exist irrespective of the Contract; however, it is understood that the Client is an intended third party beneficiary of the Contract for the purposes of recovering any damages caused by the Contractor.
- G. The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner. Any attempt to assign the Contract in whole or in part without prior written consent of the Owner is null and void. As a condition to consent to the assignment, the Owner shall require each proposed assignee to establish, to the satisfaction of the Owner in its sole and exclusive discretion, that the assignee is responsible and, if applicable, has the experience to perform the Work. If the Owner consents to an assignment and if the Contractor assigns all or part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that the Contractor and assignee agree that the assignee's right in and to any moneys due or to become due to the Contractor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work. The Owner reserves the right to assign this Contract in whole or in part without the consent of the Contractor. Unless otherwise agreed by the Parties hereto in a separate writing, no permitted assignment described in this Section shall relieve the assigning Party from any of its obligations under this Contract. However, the assignee may be required by the assigning Party to agree to indemnify and hold harmless the assigning Party from some or all of its obligations under this Contract.
- H. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assignees.
- I. The Owner is exempt from the terms of fair-trade agreements for sales to the Contract.
- J. Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which might be committed by the Owner, the Contractor agrees that no default, act or omission of the Owner shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the Contract or to suspend or abandon performance of the Contract; and the Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Owner saving only the Contractor's right to money damages.
- K. No action or proceeding shall lie or shall be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any Claim arising out of or based upon the Contract, relating to the giving of notices or information.

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- L. No action or proceeding shall lie in favor of or shall be maintained by the Contractor against the Owner unless such action shall be commenced within one year after the earliest following event:
 - 1. The date the Owner executes the Notice of Physical Completion.
 - 2. Receipt, by the Owner, of the Contractor's final Application for Payment, if no Notice of Physical Completion is issued.
 - 3. The date of termination if the Owner terminates the Contract.
- M. The Owner and Contractor agree to submit to the exclusive jurisdiction of the Commercial Division, New York Supreme Court, which shall hear any dispute, Claim or controversy arising in connection with or relating to this Contract, including, but not limited to the validity, breach, enforcement, or termination thereof.
- N. No action or proceeding shall be brought against the Owner in any location other than Albany County unless the Owner specifically consents, in writing, to a change of venue.
- O. If the Contractor obtains a judgment against the Owner in any action or proceeding, the Contractor agrees to accept no more than three percent (3%) interest, per annum, on the amount of the judgment.
- P. Neither Contractor nor its Subcontractors shall place or maintain, or permit to be placed or maintained, any sign, bill, or poster on or about the Premises without the prior consent of Owner's Representative.
- Q. Each Party has reviewed and discussed this Contract with counsel and agrees that this Contract shall not be construed by applying any rule of construction providing for interpretation against the drafting Party.

Section 16.02 - Diesel Emissions Reduction

- A. The Contractor shall certify that heavy duty vehicles, as defined in the NYS Environmental Conservation Law (ECL) Section 19-0323 and Title 6 of the New York Codes Rules and Regulations, Part 248 (6 NYCRR 248), will comply with the rules, regulations and provisions pursuant to ECL Section 19-0323, and 6 NYCRR 248, which requires the use of Best Available Retrofit Technology and Ultra Low Sulfur Diesel to the extent required by law unless specifically waived by the NYS Department of Environmental Conservation (DEC). Qualification for a waiver will be the responsibility of the Contractor.
- B. Annually, as required by DEC, but no later than March 1st, the Contractor shall complete and submit directly to the Owner, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and the Contractors Annual Report Form, found on the DEC website <http://www.dec.state.ny.gov> for vehicles used on the Project for the preceding calendar year.
- C. The Contractor shall certify to the Owner, and submit with each Application for Payment, the Contractor and Subcontractor Certifications form, which states that the Contractor agrees to comply with the provisions of General Conditions Section 16.02.

Section 16.03 – State and Federal Labor Law Provisions

- A. All applicable provisions of NYS Labor Law shall be carried out in the performance of the Work.

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- B. The Contractor specifically agrees, as required by NYS Labor Law, Sections 220 and 220-d as amended, that:
1. No worker, in the employ of the Contractor, any Subcontractor or any 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 (8) hours in any one (1) calendar day and more than five (5) days in any one week, except in the extraordinary emergencies set forth in NYS Labor Law.
 2. The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by NYS Labor Law. Each laborer, worker or mechanic employed by the Contractor, any Subcontractor or any other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be paid not less than the prevailing rate of wages as defined by NYS Labor Law and shall be provided not less than the supplements as required by NYS Labor Law.
 3. The minimum hourly rate of wage to be paid and supplements provided shall be not less than that required by the NYS Labor Law and as shall be designated by the Commissioner of Labor of the State of New York.
 4. The Contractor and all Subcontractors shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of workers engaged in the performance of the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by any worker so engaged.
 5. The Contractor and all Subcontractors shall provide each worker a written notice of the prevailing wage rate for each of the worker's particular job classifications on each pay stub and, as required by the NYS Labor Law, written notice that includes the telephone number and address for the Department of Labor and a notice informing all workers of their right to contact the Department of Labor if a worker is not receiving the proper prevailing rate of wages and/or supplements for a worker's particular job classification.
 6. The Contractor shall be responsible for obtaining prevailing wage rate updates directly from the NYS Department of Labor, either by accessing its website <http://www.labor.state.ny.us> or a written request to the Bureau of Public Works.
- C. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeyman mechanics as an individual registered in an apprenticeship program which is duly registered with the Commissioner of Labor of the State of New York in conformity with the NYS Labor Law. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the NYS Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.
- D. All workers of the Contractor and all Subcontractors shall be paid in accordance with the provisions of the NYS Labor Law. The Contractor and all Subcontractors shall submit to the Owner original copies of the Contractor and Subcontractor Certifications form and Certified Payroll forms in accordance with payment procedures and otherwise upon request. The Contractor and all Subcontractors shall prepare and keep original payrolls or transcripts thereof in compliance with NYS Labor Law Section 220, subdivision 3-a, and shall file transcripts of such payrolls with the Owner as required by NYS Labor

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Law Section 220, subdivision 3-a. Filing the transcripts of such payrolls with the Owner as required by NYS Labor Law Section 220, subdivision 3-a is a condition precedent to payment of any sums due and owing Contractor or any Subcontractor for Work performed upon the Project.

- E. The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any Subcontractor, the Owner shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by the Owner for and on account of the Contractor to the worker to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the amounts and percentages to be retained by the Owner pursuant to other provisions of the Contract.
- F. Pursuant to subdivision 3 of Section 220 and Section 220-d of the NYS Labor Law the Contract shall be forfeited and no sum paid for any Work done thereunder upon a Contractor's or Subcontractor's second conviction for willfully paying or providing less than:
 - 1. The stipulated wage scale or supplement as established by the fiscal officer.
 - 2. The stipulated minimum hourly wage scale and supplements as designated by the Commissioner of Labor of the State of New York.
- G. If the project is Federally funded in part or whole and therefore subject to the requirements of the Davis Bacon Act, the U.S. Department of Labor's government-wide implementation of the Act, or to Federal program legislation, the Contractor shall pay the higher of either NYS Department of Labor prevailing wage rates or wages established for the locality of the project by the U.S. Department of Labor.
- H. The Contractor specifically agrees that all workers engaged on the Site, whether employees of the Contractor, Subcontractor, or other person performing or contracting to do any part of the Work, shall be certified, prior to performing any Work, as having successfully completed at a minimum the OSHA 10-hour construction safety and health course as required by NYS Labor Law Section 220-h, unless additional certifications, courses or training are required by the project specific jurisdiction or as required to complete the Work of the Contract.

Section 16.04 – Nondiscrimination

- A. To the extent required by Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other NYS and United States statutory and constitutional non-discrimination provisions, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence status.
- B. If the Contractor is directed to do so by the Owner, the Contractor shall request each employment agency, labor union or authorized representative of workers with which the Contractor has a collective bargaining agreement 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, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations under Articles 15 and 15A of the NYS Executive Law.

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- C. 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 (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status.
- D. The Contractor shall include the provisions of paragraphs A, B, and C of this General Conditions Section 16.04 in every Subcontract and purchase order in such a manner that such provisions will be binding upon each Subcontractor and vendor as to the operations for the Contract to be performed within the State of New York.
- E. Pursuant to NYS Labor Law, Section 220-e, the Contractor specifically agrees:
 - 1. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operations performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates.
 - 2. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status.
 - 3. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract.
 - 4. That the Contract may be canceled or terminated by the Owner 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 16.04 E of the Contract.

Section 16.05 - Domestic Steel

The Dormitory Authority is required to comply with all provisions of Title 4 of Article 9 of the NYS Public Authorities Law, including NYS Public Authorities Law Section 2603-a, and in accordance therewith, if the amount of the Contract exceeds \$100,000, the Owner requires that all structural steel, reinforcing steel or other major steel items to be incorporated in to the Work of the Contract be produced or made in whole or substantial part in the United States, its territories, or possessions. The Owner, in its discretion, may grant waivers of this requirement in accordance with NYS Public Authorities Law Section 2603-a. Contractor must request a waiver in writing and obtain a written waiver of this requirement from Owner before using in performance of the Contract any steel not produced or made in whole or substantial part in the United States, its territories, or possessions.

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Section 16.06 - Failure to Comply with Article 16

The Owner will not be responsible for any Claim arising from compliance with this General Conditions Article 16.

ARTICLE 17—RECORDS/AUDITS/INVESTIGATIONS/ETHICS

Section 17.01 – Preparation of Records/Owner's Right to Inspect Records and to Audit

The Contractor shall, concurrently with performance of the Contract, prepare substantiating records regarding performance of the Contract, including records of Subcontractors and material suppliers. General Conditions Section 17.03 describes the records and other data to be maintained by Contractor, Subcontractors, and material suppliers. The Contractor shall maintain and keep, for a period of at least six (6) years after the date of payment of the final Application for Payment, all records and other data relating to the Work, including records of Subcontractors and material suppliers. Upon seven (7) calendar days' written notice, the Contractor shall make its records (including records of Subcontractors and material suppliers) available during normal business hours to the Owner or its authorized representative(s). Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Contractor's records, including but not limited to all documents, electronic records and recordings, (including records of Subcontractors and material suppliers) at the Owner's reasonable expense, within adequate workspace at the Contractor's facilities. The Owner shall also have the right to have Owner or its authorized representative audit all records and other data of the Contractor, Subcontractors and material suppliers relating to the Work.

Section 17.02- False Statements/Information/Disclosure

Failure to comply with General Conditions Section 17.01, providing False Representations, false statements or inaccurate information submitted in accordance with Contract Documents, including but not limited to, an Application for Payment, a Claim or a Change Order, a filing or system entry related to MWBE participation requirements or False Representations, false statements, or inaccurate information submitted to the Owner, or a determination that the Contractor participated in the kick-back of wages may result in one or more of the following actions:

- A. Termination of the Contract for cause, pursuant to General Conditions Section 11.01.
- B. Rejection of future bids or disapproval of a contract or subcontract.
- C. Withholding of payments.
- D. Criminal prosecution.
- E. Civil prosecution under Article XIII of the NYS State Finance Law – the New York False Claims Act.
- F. Rejection of a Claim or Change Order.
- G. Deduction of the Owner's cost of an audit from the Contract amount.

Section 17.03 - Owner's Right to Conduct Investigations

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- A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Owner.
- B. The Contractor shall grant the Owner the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, in the possession or control of the Contractor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Contractor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; daily reports of Work completed that day; schedules; reports; audits; vendor qualification records; original estimate files; Change Order/Contract Amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns; and the supporting documentation for the aforesaid books and records.
- C. At the Owner's request, said materials shall be provided in a computer readable format, where available. At the request of the Owner, the Contractor shall execute such documents, if any, as are necessary to give the Owner access to Contract-related books, documents, or records, which are, in whole or part, under control of the Contractor but not currently in the Contractor's physical possession. The Contractor shall not enter in to any agreement with a Subcontractor, consultant, or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Owner. The Contractor shall assist the Owner in obtaining access to past and present Subcontractor, consultant, and supplier amendment/change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.
- D. The Contractor shall assist the Owner in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Contractor, for purposes of the Contract.
- E. The Contractor shall require each Subcontractor to include in all agreements that the Subcontractor may hereinafter enter into with any and all Subcontractors, consultants, and suppliers, in connection with the Contract, a right-to-audit clause in favor of the Owner conferring rights and powers of the type outlined in this General Conditions Section 17.03. The Contractor shall not enter in to any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision. The Contractor shall not make any payments to a Subcontractor, consultant, or supplier from whom the Contractor has failed to obtain and supply to the Owner complete, accurate, and truthful information in compliance with a request from the Owner to the Contractor.
- F. Any violation of the provisions of this General Conditions Article 17 shall justify termination of this Contract and may result in the Owner's rejection of the Contractor's bids or proposals for future contracts and the deduction of the Owner's cost of an audit from the Contract amount.

Section 17.04 - Disclosure of Criminal Investigation

- A. The Contractor shall immediately notify the Owner in the event that any owner, partner, director, officer or employee of the Contractor, or its affiliated companies as identified in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2), are subpoenaed or questioned in connection with any business-related criminal investigation, whether or not the owner, partner, director, officer or employee is, or is believed to be, the subject or target of such investigation, or is notified or otherwise learns that any owner, partner, director, officer or employee of the Contractor or its affiliated

GENERAL CONDITIONS

companies is under investigation for an alleged business-related violation of criminal law, or in the event that any premises or records of the Contractor are searched pursuant to a search warrant seeking evidence of a crime or crimes, unless otherwise precluded by law enforcement authorities.

- B. The Contractor shall immediately notify the Owner in the event that any owner, partner, director, officer or employee of the Contractor or its affiliated companies as identified in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2), the firm itself, or one of its affiliated companies is indicted or charged in an accusatory instrument for any business-related violation of local, state or federal criminal law, unless otherwise precluded by law enforcement authorities.
- C. In the event that any owner, partner, director, officer, or employee of the Contractor is indicted or charged in an accusatory instrument for any business-related violation of local, state, or federal criminal law relating to this Contract or any other Dormitory Authority contract, the Owner may require the Contractor to remove said owner, partner, director, officer, or employee from any direct involvement in the affairs of the Contractor as it relates to this Contract and all other Dormitory Authority contracts until the criminal matter is resolved. In the event that any owner, partner, director, officer, or employee of the Contractor is convicted of a business-related violation of local, state, or federal criminal law, the Owner may require the Contractor to permanently remove said individual from any direct involvement in the affairs of this Contract and all other Dormitory Authority contracts.
- D. In the event that the Contractor or any owner, partner, director, officer, or employee of the Contractor is convicted or enters into an agreement as a remedy to the alleged commission of a criminal act of a business-related violation of local, state, or federal criminal law or regulatory violation, the Owner may schedule a hearing with the Contractor to determine the Contractor's responsibility to continue work under this Contract and other Dormitory Authority contracts. Following this hearing, the Owner may, at its sole discretion, take one or more of the following actions:
 - 1. Terminate this Contract.
 - 2. Require the Contractor, at its own expense, to hire an independent private-sector inspector general to monitor its activities, institute procedures and conduct internal inquiries, in a manner prescribed by the Owner.
 - 3. Increase retainage to an amount not to exceed ten percent (10%).
 - 4. Take any other remedial action deemed appropriate.

Section 17.05 - Anti-Riot Provisions

- A. The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form, to any individual convicted in any federal, state, or local court of competent jurisdiction for inciting, promoting, or carrying on a riot, or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of federal, state or local laws designed to protect persons or property.
- B. The Contractor and each Subcontractor shall notify their employees of all rules and regulations adopted pursuant to Article 129-A of the NYS Education Law. The Contractor shall post notices containing the text of the aforementioned rules and regulations at the Site.

GENERAL CONDITIONS

Section 17.06 - Ethical Conduct

- A. Officers and employees of the Owner are bound by Sections 73, 73-a and 74 of the NYS Public Officers Law. In addition, no officer, employee, architect, attorney, engineer, inspector, or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative, supervisory, or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.
- B. Section 73(5) of the NYS Public Officers Law expressly prohibits the Contractor, or its agents, from directly or indirectly offering or giving any gift having more than nominal value to an employee of the Owner under circumstances in which it could be reasonably inferred the gift was intended to influence the employee in the performance of their official duties or was intended as a reward for the employee's official action.
 - 1. In addition to the prohibition of Section 73(5) of the NYS Public Officers Law, the Dormitory Authority has a "zero tolerance" policy with respect to the solicitation, acceptance, or receipt of gifts from disqualified sources. Therefore, the Contractor and its agents shall refrain from offering or giving anything of value to an employee of the Owner. Employees of the Owner may not solicit any gift, gratuity, stipend, or thing of value from the Contractor or its agents. Violations of these gift provisions may be grounds for immediate Contract termination and/or referral for civil action or criminal prosecution.
- C. To promote a working relationship with the Owner based on ethical business practices, the Contractor is expected to:
 - 1. Furnish all goods, materials and services to the Owner as contractually required and specified.
 - 2. Submit complete and accurate reports to the Owner and its representatives as required.
 - 3. Not seek, solicit, demand or accept any information, verbal or written, from the Owner or its representatives that provides an unfair advantage over a competitor.
 - 4. Not engage in any activity or course of conduct that restricts open and fair competition on Owner-related projects and transactions.
 - 5. Not engage in any course of conduct with Owner employees or its representatives that constitutes a conflict of interest, in fact or in appearance.
 - 6. Not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- D. The Owner encourages the Contractor to advance and support ethical business conduct and practices among its directors, officers, and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct.
- E. Although the Contractor may employ relatives of Owner employees, the Owner shall be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. The Owner reserves the right to request that the Contractor modify the work assignment of a relative of an Owner employee where a conflict of interest, or the appearance thereof, is deemed to exist.

GENERAL CONDITIONS

- F. The Contractor may hire former employees of the Owner. However, as a general rule, former employees of the Owner may neither appear nor practice before the Owner, nor receive compensation for services rendered on a matter before the Owner, for a period of two years following their separation from service with the Owner. In addition, former employees of the Owner are subject to a “lifetime bar” from appearing before the Owner or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Owner.
- G. The Contractor agrees to notify the Owner’s Office of Internal Affairs at 518-257-3193 of any activity by an employee of the Owner that is inconsistent with the contents of this General Conditions Section 17.06.
- H. Any violation of this General Conditions Section 17.06 shall justify termination of this Contract and may result in Owner’s rejection of the Contractor’s bids or proposals for future agreements.

Section 17.07 – Continuing Integrity

- A. The Contractor shall, at all times during the Contract term, remain responsive and responsible. The Contractor shall also monitor all Subcontractors for responsiveness and responsibility at all times during the Contract term. The Contractor agrees, if requested by the President of Owner 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. The Contractor shall immediately notify Owner of any material or adverse information pertaining to the Contractor or any Subcontractor, regardless of tier.
- B. The President of Owner 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 in to question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor shall comply with the terms of the suspension order. Contract activity may resume at such time as the President of Owner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. Notwithstanding any other provision of this Contract, upon written notice to Contractor, and a reasonable opportunity to be heard with the appropriate Owner officials or staff, the Contract may be terminated by the President of Owner or his or her designee at Contractor’s expense where Contractor is determined by the President of Owner or his or her designee to be non-responsible. In such event, the President of Owner 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 the breach.

Section 17.08 – Iran Divestment

- A. By entering into this Contract, Contractor certifies, under the penalties of perjury, that Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the NYS State Finance Law. Contractor further certifies that Contractor will not utilize on this Contract any subcontractor that is identified on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the NYS State Finance Law.
- B. During this Contract, should Owner receive information that a person (as defined in NYS State Finance Law §165-a) is in violation of the above-referenced certifications, Owner will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its

GENERAL CONDITIONS

engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Owner shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

ARTICLE 18 -- 2005 PROCUREMENT LOBBYING LAW

Section 18.01 - Procurement Lobbying Law

Bidders shall affirm their understanding of and agree to comply with NYS State Finance Law § 139-j (3) and § 139-j (6) (b), certify their compliance with NYS State Finance Law § 139-k (5), disclose prior non-responsibility determinations under NYS State Finance Law § 139-j, and shall certify that the information they provide with respect to NYS State Finance Law § 139-j and § 139-k is complete, true, and accurate. Contractor hereby reaffirms its understanding of an agreement to comply with NYS State Finance Law § 139-j (3) and § 139-j (6) (b), re-certifies its compliance with NYS State Finance Law § 139-k (5) and recertifies that the information it provided with respect to NYS State Finance Law § 139-j and § 139-k is complete, true, and accurate.

Section 18.02 - Contractor's Certifications

For any contract \$15,000 or more each Contractor shall submit, with its bid, on the form provided herewith, the *2005 Procurement Lobbying Law – Certification*, pursuant to NYS State Finance Law § 139-j and § 139-k. The information contained in the *2005 Procurement Lobbying Law – Certification*, pursuant to NYS State Finance Law § 139-j and § 139-k will serve as an informational resource to aid the Owner in making an award determination.

Section 18.03 - Termination Provisions

The Owner reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with NYS State Finance Law § 139-j and § 139-k, as such may be amended or modified, was intentionally false or intentionally incomplete. Upon such finding, the Owner may exercise its right pursuant to General Conditions Section 11.01 – Termination for Cause.

ARTICLE 19 -- EXECUTIVE ORDER No. 125

Section 19.01 - Determination of Contractor Responsibility

In order to assist the Owner in determining the responsibility and reliability of the lowest bidder for the Contract and to effectuate the directives of Executive Order No. 125, dated May 22, 1989, (9 NYCRR §4.125) the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among contracting agencies.

Section 19.02 – NYS Vendor Responsibility Questionnaire

GENERAL CONDITIONS

- A. For any Contract valued at \$10,000 or more, the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for the Contractor or for any Subcontractor shall be submitted as requested by the Owner. Owner may request an updated NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for the Contractor or for any Subcontractor as often as the Owner, in its sole and exclusive discretion, deems necessary to carry out the Owner's duties and responsibilities under this Contract.
- B. The information contained in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) will serve as an informational resource to aid the Owner in making an award determination and in making other determinations for this Contract.

ARTICLE 20 -- OPPORTUNITY PROGRAMS

Section 20.01 - General Provisions

- A. The Dormitory Authority is required to implement the provisions of NYS Executive Law Article 15-A and Parts 140 through 145 of Title 5 of the NYCRR for all State contracts (as defined in such statute and regulations) 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 agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply and cooperate with the Owner in the implementation of NYS Executive Law ARTICLE 15-A, PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS, and the regulations promulgated thereunder. These requirements include: equal employment opportunities for minority group members and women (EEO), and contracting opportunities for NYS certified minority and women-owned business enterprises (MWBES). The 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 NYS Executive Law Article 15 (the Human Rights Law) and other applicable federal, state and local laws.
- C. Failure to comply with all requirements in this General Conditions Article 20 may result in a finding of non-responsiveness, non-responsibility, breach of contract or any combination of the foregoing leading to the assessment of liquidated damages pursuant to General Conditions Section 20.06 and other remedies available to the Owner pursuant to the Contract and applicable law.

Section 20.02 – Equal Employment Opportunity (EEO)

- A. The provisions of NYS Executive Law Article 15-A, and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. The Contractor shall:
 - 1. Undertake or continue, and ensure each Subcontractor 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,

GENERAL CONDITIONS

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. Submit an EEO policy statement to the Owner within seventy-two (72) hours after the date of the Letter of Intent to award the Contract.
 3. Adopt a model EEO policy statement and require each Subcontractor to adopt a model EEO policy statement if the Contractor or Subcontractor does not have an existing EEO policy statement, and if the Owner requires the Contractor or Subcontractor to adopt a model EEO policy statement.
 4. Have a Contractor's EEO policy statement that shall include the following 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.
 5. The Contractor shall include the provisions of paragraphs a. through c. of this General Conditions Section 20.02 B. 4. and Subdivision E of this General Conditions Section 20.02, which provides for relevant provisions of the Human Rights Law, in every Subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.
- C. To ensure continuous compliance with General Conditions Section 20.02:
1. The Contractor shall submit a Workforce Utilization Report, and shall require each Subcontractor to submit a Workforce Utilization Report, in such form as shall be required by the Owner on a monthly basis during the term of the Contract.
 2. Separate forms shall be completed by the Contractor and each Subcontractor.
 3. Pursuant to Executive Order 162 (9 NYCRR 8.162) dated January 9, 2017, the Contractor and its Subcontractors are required to submit monthly *E.O. 162 Workforce Utilization Reports* for contracts with a total contract value of Twenty-Five Thousand 00/100 Dollars (\$25,000.00) or more. All *E.O. 162 Workforce Utilization Reports* are to be submitted within 10 days of the end of each month by following the online reporting process set forth in section 20.02 (4). The *E.O. 162*

GENERAL CONDITIONS

Workforce Utilization Reports will require the Contractor and its and Subcontractors, among other things, report the gross wages paid to each of their employees for the work performed by such employees in connection with the Contract.

4. For monthly reporting in connection with Executive Order 162, reports are to be submitted electronically as follows:
 - a. Log-in (<https://ny.newnycontracts.com>) or visit the NYSCS Account Look Up (<https://ny.newnycontracts.com/frontend/usersearchpublic.asp>) and follow the on-screen directions to look up your firm's account and then access the secure System. Contact Customer Support via any of the System links if you have any questions while attempting to access your account.
 - b. Go to View>> My Workforce Audits.
 - c. View Workforce Audits by status, dates, contract, and contract type (Prime/Subcontractor).
 - d. The System will notify contractors to log in to review and record the workforce details for the applicable audit.
 - e. Complete all required reporting on a timely basis.
- D. The Contractor shall comply with the provisions of the NYS Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and each Subcontractor 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 NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Section 20.03 – Opportunities for Minority and Women-Owned Business Enterprises (MWBE)

- A. The Owner has established goals for the participation in this Contract of NYS certified minority-owned business enterprises (“MBE”) and NYS certified women-owned business enterprises (“WBE” and collectively with MBEs, “MWBE”). The goals (collectively, MWBE Contract Goals) are set forth in the Information for Bidders Section 8.0 – Opportunity Programs Requirements.
- B. The Contractor represents and warrants that, as a condition for award of the Contract, the Contractor has submitted a Statewide Utilization Management Plan (“SUMP”) via the NYS Contract System (NYSCS) which lists all proposed Subcontractors including an identification of the NYS certified MWBE subcontractors and suppliers the Contractor intends to use to perform the Work of the Contract and to achieve the MWBE Contract Goals established in the Contract Documents. In addition, or alternatively, Contractor may have submitted a request for a waiver. Prior to award of the Contract, the Owner approved Contractor’s plan to achieve the MWBE Contract Goals established in the Contract Documents (MWBE Utilization Plan) to the extent the Owner did not approve Contractor’s request for a waiver of part or all of the MWBE Contract Goals. Owner approval of the MWBE Utilization Plan approves a Subcontractor only for the purpose of the MWBE Utilization Plan.
- C. Contractor agrees to adhere to the MWBE Utilization Plan in the performance of the Contract. Contractor shall not change the Utilization Plan without the prior written approval of the Owner. Contractor further agrees that failure to adhere to the MWBE Utilization Plan shall constitute a material breach of the Contract and upon such breach, the Owner shall be entitled to any remedy provided in the Contract or by law, including but not limited to a finding that the Contractor is non-responsible.

GENERAL CONDITIONS

- D. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1 may be applied towards the achievement of the applicable MWBE Contract Goal. The portion of a subcontract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the subcontract. The portion of a subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. The Owner will audit the Contractor's efforts to achieve the MWBE Contract Goals through the NYSCS.

Section 20.04 - Good Faith Efforts

- A. The Contractor shall document good faith efforts pursuant to 5 NYCRR § 142.5 to provide meaningful participation by MWBEs as Subcontractors (which includes material suppliers, other vendors, and others; see definition of Subcontractor in General Conditions Article 1 - Definitions) in the performance of the Contract, to comply with the requirements of the Contract and to enable the Owner to determine compliance with the provisions of this General Conditions Article 20. Guidelines for documentation of good faith efforts are at <https://www.dasny.org/forms> under MWSBE.
- B. If the Contractor fails to adequately document good faith efforts, it may result in a finding of non-compliance.

Section 20.05 - Waivers

- A. If the Contractor, after making good faith efforts satisfactory to the Owner, is unable to achieve the MWBE Contract Goals, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Owner. The request for a waiver must be supported by evidence of the good faith efforts by the Contractor to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- B. If the Owner, upon review of the SUMP, the MWBE Utilization Plan, the NYSCS and any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regard to such non-compliance, the Owner may issue a notice of deficiency to the Contractor. The Contractor shall respond to the notice to deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

Section 20.06 – Damages - MWBE Participation

- A. If the Owner determines that the Contractor is not in compliance with the requirements of this General Conditions Article 20 and the Contractor refuses to comply with the requirements of this General Conditions Article 20, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Goals, then: (1) the Contractor shall be obligated to pay the Owner liquidated damages; or (2) the Contractor shall be obligated to pay the Owner other appropriate damages; or (3) the Owner shall receive one or more other appropriate remedies, unless the Owner elects to pursue its remedies under NYS Executive Law Section 316. If the Owner declines to pursue its remedies under NYS Executive Law Section 316, the Owner may elect to pursue one or more of liquidated damages, other appropriate damages, and one or more other appropriate remedies.

GENERAL CONDITIONS

- B. If the Owner decides to assess liquidated damages, the Contractor shall be obligated to pay to the Owner liquidated damages in an amount equal to the difference between all sums identified for payment to MWBEs if the Contractor had achieved the MWBE Contract Goals and all sums actually paid to MWBEs for performance of Work under the Contract. If such liquidated damages have not been withheld by the Owner, the Contractor shall pay such liquidated damages to the Owner within sixty (60) days after they are assessed. provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR §142.2, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process. The liquidated damages are intended to compensate the Owner only for the Owner's damage if the Owner determines that the Contractor is not in compliance with the requirements of General Conditions Sections 20.03, 20.04 and 20.05 and the Contractor refuses to comply with the requirements of General Conditions Sections 20.03, 20.04 and 20.05, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Goals. In addition, the Contractor shall be liable to the Owner to the fullest extent permitted by law for:
- a. whatever other appropriate damages the Owner may incur; or
 - b. any other appropriate remedy to which the Owner may be entitled as a result of the Contractor's refusal to comply with the requirements of this General Conditions Article 20 outside the requirements of General Conditions Sections 20.03, 20.04, 20.05 and the MWBE Contract Goals.

Other appropriate damages include, but are not limited to, the expenses for personnel, supplies and overhead incurred by the Owner to administer and enforce the requirements of this General Conditions Article 20 other than the requirements of General Conditions Sections 20.03, 20.04, 20.05 and the MWBE Contract Goals.

Section 20.07 – Reporting to Owner

The Contractor shall complete the reports and submit as indicated to establish and update EEO requirements during the life of the Contract. Reports not submitted at such time shall be cause for the Owner to delay payment to the Contractor. The listed reports are a requirement of the Contract and copies are included in the Contract Documents and template forms are also available on the Dormitory Authority's web site. The Contractor shall submit to the Owner all executed agreements and purchase orders for ALL MWBE/SDVOB subcontractors/suppliers who were approved on the Utilization Plan no later than 30 days after award of the Contract.

ARTICLE 21- SERVICE-DISABLED VETERAN OWNED BUSINESSES

Section 21.01 – General Provisions

Article 17-B of the NYS Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran – Owned Businesses (SDVOB), thereby further integrating such businesses in to New York State's economy. The Dormitory Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Dormitory Authority contracts.

Section 21.02 – Contract with Goals

- A. If the Information for Bidders established an overall goal for SDVOB participation in this Contract and Contractor submitted an SDVOB Utilization Plan that was accepted by the Dormitory Authority, Contractor shall follow the accepted SDVOB Utilization Plan. Contractor, by award of the Contract,

GENERAL CONDITIONS

certified that Contractor shall follow the submitted and accepted SDVOB Utilization Plan for the performance of SDVOBs on the Contract.

- B. Contractor shall not change the accepted SDVOB Utilization Plan without the prior written consent of the Dormitory Authority. Any modifications or changes to the accepted SDVOB Utilization Plan after award of the Contract to the Contractor shall be reported to the Dormitory Authority on a revised SDVOB Utilization Plan. As part of a revised SDVOB Utilization Plan, the Contractor may request a partial or total waiver of the goal for SDVOB participation but such request must be made prior to submission of the Application for Payment for the final payment on the Contract. Contractor shall make and shall document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract. The revised SDVOB Utilization Plan is not effective unless and until it is accepted by the Dormitory Authority. If the revised SDVOB Utilization Plan is not accepted by the Dormitory Authority, the Dormitory Authority shall issue a notice of deficiency and the Contractor shall proceed as set forth in paragraph D of this General Conditions Section 21.02
- C. Contractor shall report to the Dormitory Authority Monthly SDVOB Contractor Compliance during the Contract documenting the preceding month's progress towards implementing the accepted SDVOB Utilization Plan and achieving the SDVOB goals for the Contract. This information shall be submitted to the Dormitory Authority in the manner and at the times directed by the Dormitory Authority.
- D. If the Dormitory Authority, upon review of the SDVOB Utilization Plan and the Monthly SDVOB Contractor Compliance reports determines that the Contractor is failing or refusing to comply with the Contract SDVOB goals and no waiver has been issued with respect to such non-compliance, the Dormitory Authority may issue a notice of deficiency to the Contractor. The Contractor shall 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 the Contract SDVOB goals.
- E. Contractor shall make and shall document its good faith efforts to utilize SDVOBs in the performance of the Contract. Evidence of required good faith efforts includes but is not limited to:
 - 1. Copies of solicitations to SDVOBs and any responses thereto;
 - 2. Explanation of the specific reason(s) each SDVOB responding to a Contractor's solicitation was not selected;
 - 3. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Dormitory Authority with certified SDVOBs which the Dormitory Authority determined were capable of fulfilling the SDVOB goals in the Contract;
 - 4. Information describing the specific steps undertaken to reasonably structure the scope of subcontracts and material orders for the purpose of subcontracting with, or obtaining materials from, SDVOBs;
 - 5. Other information relevant to the waiver request.
- F. Contractor's failure to use SDVOBs in accordance with the accepted SDVOB Utilization Plan or any accepted revised SDVOB Utilization Plan shall be a material breach of the Contract and upon such breach, the Dormitory Authority shall be entitled to any remedy provided in the Contract, by law or regulation or at law or in equity, including but not limited to a finding the Contractor is non-responsible. If the Dormitory Authority finds the Contractor willfully and intentionally fails to comply with the

GENERAL CONDITIONS

Contract SDVOB goals, the Contractor shall pay damages to the Dormitory Authority as set forth in 9 NYCRR § 252.2(s).

Section 21.03 – Contract with No Goals

If the Information for Bidders does not establish an overall goal for SDVOB participation in this Contract, Contractors are still strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract in recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State. The Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs in performance of the Contract as Subcontractors.

GENERAL CONDITIONS

Exhibit "A"

RELEASE FORM
REDUCTION OF RETAINAGE
DORMITORY AUTHORITY STATE OF NEW YORK

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 28, 2023

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

FN 20 23-383

PUBLIC WORKS
WAYS & MEANS

Dear Board Chairman:

The Board of Legislators approved to amend the Capital Project –H – GEN – 011 Oneida County Garage and approved a funding source. This Board Letter is to establish the movement of the funds from the General Fund to the Capital Fund and assure contracts can be awarded to complete the Oneida County Garage rehab project.

I therefore request your Board’s approval to of the following supplemental appropriation for 2023:

TO:

A9900 9901.105 Transfer to the Capital Account.....\$ 2,000,000

This supplemental appropriation is fully supported by:

A599 Assigned Unappropriated Fund Balance.....\$ 2,000,000

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
DPW Comm



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 28, 2023

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

FN 20 23 384

PUBLIC WORKS

WAYS & MEANS

Dear Chairman:

On June 14, 2023, the Board of Legislators approved Resolution 197 and Resolution 200 which both dealt with Capital Project H – GEN – 011 Oneida County Garage. The original bid was accepted from a contractor, who has since been declared ineligible to do municipal contracts due to past infractions. As a result, it was decided to go to the next lowest bidder. This will increase the expected cost of the project, but fortunately the contractor has agreed to hold his pricing at the original bid amount even though cost have gone up. The Commissioner of Department of Public Works would like to award this contract as soon as possible.

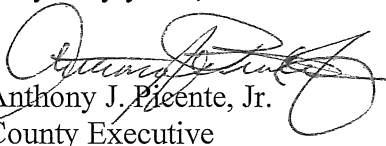
It is therefore necessary to increase the capital project budget in order to award contracts and keep this project moving forward.

I therefore request your Board's approval to amend **Capital Project H-GEN – 011 – 199722 – Capital Outlay – OC Garage:**

| | <u>Current</u> | <u>Change</u> | <u>Proposed</u> |
|-------------------|-----------------|-----------------|-----------------|
| Bonding | | | |
| 011-5710 | \$ 8,082,400.00 | \$ 0.00 | \$ 8,082,400.00 |
| Trans From G.Fund | | | |
| 011-5031-000 | \$ 3,667,000.00 | \$ 2,000,000.00 | \$ 5,667,000.00 |

Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Commissioner DPW



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 14, 2023

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

FN 20 23 385

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Board Chairman,

The Department of Family and Community Services is requesting a supplemental appropriation to two accounts to offset shortages. The accounts that have shortfalls provide daycare and homeless services. New York State has changed regulations that enhances daycare eligibility causing a shortage to this account. The Safety Net Account has a shortage due to the HOMES program. This is a 100% funded housing program to support those with shelter insecurity however, the program was not in existence when the 2023 Budget was prepared.

In addition, the shelter expenses have risen dramatically in the past year creating a deficit. The Department wishes to utilize funding from various other accounts. Fortunately, there appears to be a surplus in other accounts which will cover the estimated shortfall.

I therefore request your Board's approval for the following 2023 Supplemental Appropriation:

TO:

| | |
|---|-----------------|
| A-6010-6141.495-000 – Safety Net Other Expenses..... | \$ 3,200,000.00 |
| A-6010-6055.495-000 – Day Care Activities Other Expenses..... | \$ 2,900,000.00 |
| Total | \$ 6,100,000.00 |

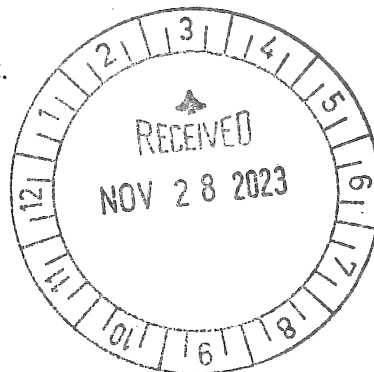
These Supplemental Appropriations will be fully funded by:

FROM:

| | |
|---|-----------------|
| A-6010-6070.495-625 – Purchase of Services other Expenses Preventive..... | \$ 1,760,000.00 |
| A-6010-6010.495-600 – Admin– Other Expenses General Contract Expenses | \$ 1,440,000.00 |
| A-6010-6109.495-000 – Family Assistance TANF Other Expenses..... | \$ 2,900,000.00 |
| Total | \$ 6,100,000.00 |

Thank you for kind attention to this request.
Very truly yours,

Anthony J. Picente, Jr.
County Executive



Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

November 13, 2023

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

FN 20 23-386

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Agreement with GTL, Inc. d/b/a Link to Life

Dear Mr. Picente:

I am submitting a Second Renewal of an Agreement between GTL, Inc. d/b/a Link to Life and Oneida County for your review.

This Second Renewal continues the provision of Personal Emergency Response Systems (PERS), which supplement in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP). The cost of this Agreement is \$126,000.00, which consists of 75% State (\$94,500.00) and 25% County (\$31,500.00) funding. This agreement commences on April 1, 2022 and terminates on March 31, 2023.

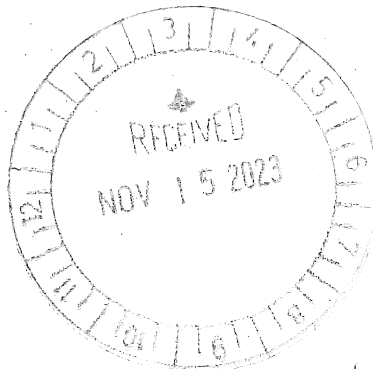
If this Second Renewal meets with your approval, please forward to the Board of Legislators for further consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/mk

Attachment



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

Anthony J. Picente, Jr.
County Executive

Date 11-15-23

40502

Oneida Co. Department Family and Community Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organizations:

GTL, Inc. d/b/a Link to Life
27475 Meadowbrook Road
Novi, Michigan 48377

Title of Activity or Services:

Personal Emergency Response Service (PERS)

Proposed Dates of Operations:

April 1, 2022 through March 31, 2023

Client Population/Number to be Served:

Approximately 300 clients

SUMMARY STATEMENTS:

1). Narrative Description of Proposed Services

To provide, for rental, Personal Emergency Response Systems (PERS) which allow senior citizens the ability to stay safe and independent in their own home.

2). Program/Service Objectives and Outcomes

PERS are to be used as ancillary to in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP).

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$126,000.00

Oneida County Dept. Funding Recommendation: Account # A6774.495.99

Proposed Funding Source (Federal \$ /State \$ / County \$): \$126,000

Federal: 0% (\$0) State: 75% (\$94,500.00) County: 25% (\$31,500.00)

Cost Per Client Served:

- \$14.00 Rental per month for Landline Device
- \$23.00 Rental per month for Cellular Device
- \$5.00 Additional fee per Spouse
- \$6.00 Additional fee for Fall Detection Device
- \$0.00 Installation Fee

Past Performance Served: GTL, Inc. has been providing PERS to the Office for the Aging and Continuing Care since 2019.

O.C. Department Staff Comments: The Department is satisfied with this provider's performance in providing PERS services used by the Office for the Aging and Continuing Care.

SECOND RENEWAL AND AMENDMENT

This Second Renewal and Amendment is made by and between GTL, Inc. d/b/a Link to Life, a domestic business corporation with principal offices located at 7601 Penn Ave S, Richfield, MN 55423, hereinafter known as the “Contractor” and the County of Oneida, a municipal corporation organized under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501 by and through the Office for the Aging and Continuing Care of its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the “County.” All parties to this Second Renewal and Amendment are hereinafter collectively known as the “Parties.”

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides Personal Emergency Response Systems (“PERS”) services to Oneida County residents, hereinafter referred to as the “Original Agreement” (County contract number 80759), a copy of which is attached hereto as Exhibit A. The Original Agreement was in effect from April 1, 2019 through March 31, 2021; and

WHEREAS, section 1(B) of the Original Agreement allows the County to renew the Original Agreement for two (2) additional one (1) year terms; and

WHEREAS, the Parties hereto entered into a First Renewal of the Original Agreement, effective from April 1, 2021 through March 31, 2022 (County contract number 13844); and

WHEREAS, the County wishes to renew the Original Agreement for a second one (1) year term; and

WHEREAS, since the entry of the Original Agreement the Contractor has expanded its services to include GPS Mobile PERS and GPS Mobile PERS with fall detection; and

WHEREAS, the County wishes to make the GPS Mobile PERS services available to its clients and the Contractor is willing to provide the GPS Mobile PERS services; and

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

1. This Second Renewal and Amendment of the Original Agreement shall commence April 1, 2022 and terminate March 31, 2023.
2. Section 4(A) of the Original Agreement is deleted and replaced with the following:

A. The County shall reimburse the CONTRACTOR pursuant to the following schedule of fees:

| | |
|---|---------------|
| Landline PERS | \$14.00/month |
| Landline PERS with Fall detection | \$20.00/month |
| Landline Extra Pendant for Spouse | \$5.00/month |
| Landline Extra Pendant for Spouse with Fall detection | \$6.00/month |
| Cellular PERS | \$23.00/month |
| Cellular PERS with Fall detection | \$29.00/month |
| GPS Mobile PERS | \$26.00/month |
| GPS Mobile PERS with fall Detection | \$32.00/month |

3. The total reimbursement from the County to the Contractor for the term of this Second Renewal and Amendment shall not exceed one hundred twenty-six thousand dollars (\$126,000.00).

4. All other terms of the Original Agreement remain in effect without change or alteration.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Second Renewal and Amendment on the day and year as written.

Oneida County

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner of Social Services

11/8/23

Date

Approved:

Maryangela Scalzo, Deputy County Attorney-Health and Human Services

GTL, Inc.

DocuSigned by:
Josh Will

4FD3B774BC5F4F2...
Josh Will, Chief Revenue Officer

11/3/2023 | 1:11 CDT

Date

EXHIBIT A

AGREEMENT

This Agreement, made by and between GTL, INCORPORATED dba LINK TO LIFE, a domestic business corporation organized and existing under the laws of the State of New York, with the principal executive office located at 27475 Meadowbrook Road, Novi, MI 48377, hereinafter referred to as the "CONTRACTOR," and the COUNTY OF ONEIDA, a municipal corporation, organized and existing under the laws of the State of New York with its offices located at 800 Park Avenue, Utica, NY 13501, by and through its OFFICE FOR THE AGING AND CONTINUING CARE, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively referred to as the "COUNTY," the CONTRACTOR and the COUNTY shall collectively be called the "Parties."

WITNESSETH:

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

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

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

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

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

1. TERM OF AGREEMENT

A. The terms and conditions of this Agreement shall commence April 1, 2019 and terminate March 31, 2021.

B. The COUNTY may, in its sole discretion, renew this Agreement for an additional two (2) one-year terms. Nothing herein shall be construed to indicate that the COUNTY is bound to renew this Agreement with the CONTRACTOR, and the COUNTY reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES

A. The CONTRACTOR shall provide Personal Emergency Response System (PERS) items to be used as ancillary equipment as an in-home service provided to eligible clients of the Expanded In-home Services for the Elderly Program (EISEP) and the Caregiver Support III-E Program.

B. The CONTRACTOR shall test each unit monthly, maintain records of such tests, and provide required conformation documentation as proof of successful client contact and equipment function for each client billed for along with a monthly voucher.

C. The authorization for said services will be made solely by the Office for the Aging's Director or designee.

3. PERFORMANCE OF SERVICES

A. The CONTRACTOR represents that the CONTRACTOR is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The CONTRACTOR shall use the CONTRACTOR'S best efforts to perform the services such that the results are satisfactory to the COUNTY. The CONTRACTOR shall be solely responsible for communications with the client or the client's caregiver in order to determine 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 CONTRACTOR may, at the CONTRACTOR'S own expense, employ or engage the services of such employees, subcontractors and/or partners as the CONTRACTOR deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the COUNTY, and the COUNTY shall have no obligation to provide the Assistants with any salary or benefits. The CONTRACTOR shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the COUNTY, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The CONTRACTOR acknowledges and agrees that 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.

4. REIMBURSEMENT FOR SERVICES

A. The COUNTY shall reimburse the CONTRACTOR pursuant to the following schedule of fees:

- i. \$14.00 per month per landline unit for monitoring and rental of PERS equipment;
- ii. \$23.00 per month per cellular unit for monitoring and rental of PERS equipment;
- iii. \$6.00 per month per client for an automatic fall detection device; and
- iv. \$5.00 per month for an automatic fall detection device for a client's spouse.

B. The CONTRACTOR shall also provide PERS services to Oneida County residents who wish to privately pay. The CONTRACTOR shall honor the above fee schedule for private pay clients but may charge a one-time initial fee of \$50.00 for the cost of installation.

C. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

C. The COUNTY shall reimburse the CONTRACTOR in twelve (12) monthly vouchers as specified in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts which is attached as Appendix C.

D. The total reimbursement for services provided under this Agreement shall not exceed Sixty Six Thousand Dollars (\$66,000.00).

5. TRAINING

A. The CONTRACTOR and its Assistants shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by the federal, state or local law and regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state or local law or regulations necessary to perform the services described herein, the CONTRACTOR shall be fully responsible for its own training

necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. 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 and its 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 and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.

B. The CONTRACTOR warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) 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 and its Assistants shall not be eligible for compensation from the COUNTY due to illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

D. The CONTRACTOR acknowledges and agrees that neither the CONTRACTOR, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

E. The CONTRACTOR shall be solely responsible for applicable taxes for all compensation paid to the CONTRACTOR or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to 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 questions or challenges the CONTRACTOR'S or its Assistants' Independent Contractor status, it is agreed that both the COUNTY and the CONTRACTOR shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The CONTRACTOR 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.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the CONTRACTOR to perform any of the services stated herein.

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

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

8. NON ASSIGNMENT CLAUSE

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

9. STANDARD ASSURANCES

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

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

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

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

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

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

10. NYSOFA TERMS AND CONDITIONS

A. The CONTRACTOR agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and

Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
- ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- iv. Older Americans Act (42 U.S.C. 3001, et seq.)
- v. Executive Order 12166 Improving Access to Services for Persons with Limited English Proficiency (85 FR 50121)
- vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 12279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
- vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
- viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.).
- ix. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
- x. Elder Law

B. The CONTRACTOR, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The CONTRACTOR agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

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

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the CONTRACTOR agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the CONTRACTOR.

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

11. GRIEVANCE PROCEDURES

The CONTRACTOR shall implement the COUNTY'S grievance procedures as required by the NYSOFA. The written procedures are attached in APPENDIX B.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

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

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts, attached hereto as APPENDIX C.

C. The CONTRACTOR shall report to the COUNTY any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a COUNTY grant supported activity, or earned as a result of the COUNTY grant agreement

during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-FI-96-01, October 16, 1995.

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

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

G. The CONTRACTOR shall have an independent audit conducted for the contracted program if it has provided the services described in this Agreement to the COUNTY for two (2) years or more; a copy of the audit shall be submitted to the COUNTY upon completion of the program/fiscal audit conducted by the outside auditor.

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

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

J. The CONTRACTOR shall follow close-out procedures administered by the COUNTY in accordance with 45 C.F.R. §75.381.

13. INDEMNIFICATION

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

B. The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the CONTRACTOR and its Assistants and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONTRACTOR or failure on the part of the CONTRACTOR to comply with any of the covenants, terms or conditions of the Agreement.

C. The CONTRACTOR shall be solely responsible for all physical injuries or death to its Assistants or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, and shall hold harmless and indemnify the COUNTY

from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the CONTRACTOR, or its Assistants. The CONTRACTOR shall be solely responsible for the safety and protection of all of its Assistants whether due to the negligence, fault or default of the CONTRACTOR or not.

14. INSURANCE COVERAGE REQUIREMENTS

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

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

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

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

E. Commercial General Liability Insurance (CGL): The CONTRACTOR shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such

insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The CONTRACTOR shall have Oneida County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1) 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.

2) Coverage for sexual abuse and/or misconduct shall be included.

F. Business Automobile Liability: The CONTRACTOR shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00). Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence and such insurance shall not be less than Ten Million Dollars (\$10,000,000.00) annual aggregate. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

H. Professional Liability Insurance: The CONTRACTOR shall, during the term of this Agreement, maintain a professional liability policy and shall provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

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

will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

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

K. Reimbursement to the CONTRACTOR may be suspended in the event the CONTRACTOR and its sub-contractors, if any, fail to provide the required insurance documentation in a timely manner.

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

15. REPORTING REQUIREMENTS

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

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

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

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

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

16. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

B. The CONTRACTOR and the COUNTY shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

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

17. AGREEMENT CANCELLATION

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

B. The COUNTY reserves the right to cancel the Agreement upon thirty (30) day written notice to the other CONTRACTOR.

C. The CONTRACTOR agrees that in the event of termination, the CONTRACTOR shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the COUNTY.

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

18. ENTIRE AGREEMENT

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

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

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

19. INCORPORATION BY REFERENCE

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

20. STANDARD ADDENDUM

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

21. CHOICE OF LAW/FORUM

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

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

22. SUCCESSORS AND ASSIGNS

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

23. NON WAIVER

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

24. SEVERABILITY

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

25. AUTHORITY TO ACT/SIGN

The CONTRACTOR hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by CONTRACTOR of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the CONTRACTOR; no other action on the part of the CONTRACTOR or any other person or entity, whether

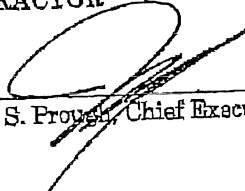
pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the CONTRACTOR to enter into this Agreement, or to consummate the transactions contemplated herein.

26. 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.

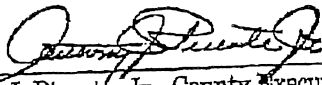
IN WITNESS THEREOF, the Parties have here unto set their hand on the date respectively stated.

CONTRACTOR


Jeffery S. Froush, Chief Executive Officer/President

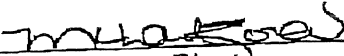
5/8/2019
Date

COUNTY OF ONEIDA


Anthony J. Picente, Jr., County Executive

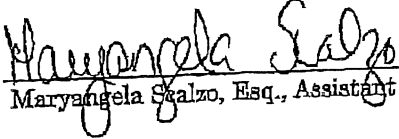
7-18-19
Date

OFFICE FOR THE AGING AND CONTINUING CARE


Michael J. Romano, Director

5/24/19
Date

Approved:


Maryangela Scalzo, Esq., Assistant County Attorney

July 15, 2019
Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 276 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

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

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

Record Keeping

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

Confidentiality

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

APPENDIX C

Oneida County Office for the Aging
2019-2020
Voucher Instructions
For Units of Services Contracts

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

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

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

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

9. Changes To The Budget (including personnel):
✓ Submit a Budget Revision and a justification for the change.

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

Susie Ferritano, Accounting Supervisor

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

- 1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the

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

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501

Phone: (315) 798-5738 Fax: (315) 798-5218

November 1, 2023

FN 20 23-387

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the attached Fourth Renewal Agreement between Oneida County, through its Department of Family and Community Services' Office for the Aging, and the Senior Citizens Council of Rome, New York, Inc., d/b/a Copper City Community Connection, for your review and approval.

The Fourth Renewal is for the provision of Social Model Adult Day Services. This service allows the Contractor to continue to provide community-based long-term care services to the frail and elderly in order to assist older consumers to delay or divert nursing home placement. The total amount of this Renewal Agreement is \$97,500.00, which is 75% state funds (\$73,125.00) and 25% county funds (\$24,375.00). This Renewal commences January 1, 2023 and terminates December 31, 2023.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/mk
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 11-2-23

Oneida Co. Department: Office for the Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Senior Citizens Council of Rome, New York, Inc.
305 East Locust Street
Rome, New York 13440

Title of Activity or Service: Social Adult Day Care Services

Proposed Dates of Operation: January 1, 2023 through December 31, 2023

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

Summary Statements

1) Narrative Description of Proposed Services

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

2) Program/Service Objectives and Outcomes:

- To provide 5-hour per weekday adult day services programming
- To provide noon meal and transportation
- To provide socialization, supervision and monitoring, personal care, nutrition, appropriate activities-maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing

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

Total Funding Requested: \$97,500.00

Account #: A6772.495.116

Oneida County Dept. Funding Recommendation: \$97,500.00

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

Federal: 0% (\$0)

State: \$ 73,125.00 (75%)

County: \$ 24,375.00 (25%)

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

Past Performance Data: The Senior Citizens Council of Rome, New York, Inc. has provided social adult day services since 1992.

O.C. Department Staff Comments: Now known as Copper City Community Connection, formerly the Ava Dorfman Senior Citizens Civic Center

FOURTH RENEWAL

This Fourth Renewal made and entered into by and between **Senior Citizens Council of Rome, New York, Inc.**, a not-for-profit corporation as defined in §102(a)(5) of the New York Not-For-Profit Corporation Law, located at 305 East Locust Street Rome, New York 13440, hereinafter known as the “Contractor,” and the **County of Oneida**, a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively known as the “County;” each a “Party” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides services to Oneida County residents, hereinafter referred to as the “Original Agreement,” (County contract number 75225), a copy of which is attached hereto as Exhibit “A.” The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

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

WHEREAS, the Parties entered into a First Renewal (County contract number 91641) for a term of January 1, 2020 through December 31, 2020, and a Second Renewal (County contract number 129298) for a term of January 1, 2021 through December 31, 2021; and Third Renewal (County contract number 163035) for a term of January 1, 2022 through December 31, 2022; and

WHEREAS, the Parties are desirous of entering into a Fourth Renewal to the Original Agreement.

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

1. This Fourth Renewal to the Original Agreement shall commence January 1, 2023 and terminate December 31, 2023.

2. The Total reimbursement from the County to the Contractor for the term of this Fourth Renewal shall not exceed ninety-seven thousand five hundred dollars (\$97,500.00).
3. All other terms of the Original Agreement remain in effect without change or alteration.

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

County of Oneida

Anthony J. Picente, Jr., County Executive

Date



Colleen Fahy-Box, Commissioner of Social Services

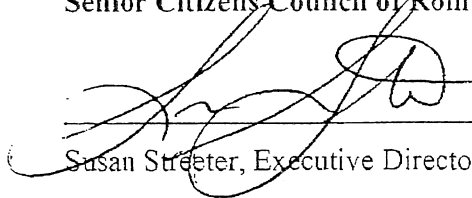
10/30/23

Date

Approved:

Maryangela Scalzo, Deputy County Attorney- Health and Human Services

Senior Citizens Council of Rome, New York, Inc.



Susan Streeter, Executive Director

10/25/2023

Date

EXHIBIT A

AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the **SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York having its principal offices at 305 East Locust Street, Rome, New York 13440 (hereinafter known as the "**CONTRACTOR**"), and the **COUNTY OF ONEIDA**, a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York 13424 (hereinafter collectively known as the "**COUNTY**"). All parties to this Agreement shall be collectively known as the "**PARTIES**."

WITNESSETH:

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

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

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

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

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

1. **TERM OF AGREEMENT**

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

2. **AGREEMENT RENEWAL**

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

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

3. **SCOPE OF SERVICES**

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

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

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

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

D. The CONTRACTOR shall provide the Services as defined by the Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

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

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

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

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

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

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

4. **PERFORMANCE OF SERVICES**

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

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

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

5. **REIMBURSEMENT FOR SERVICES**

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

B. The **COUNTY** shall reimburse the **CONTRACTOR** **fifteen dollars (\$15.00) per hour for each Consumer for a maximum amount of seventy-five dollars (\$75.00) per day**, which shall include program, meals, and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at **seven dollars fifty cents (\$7.50) per half hour** when the Consumer is attending less than five (5) hours per day.

C. The total reimbursement paid by the **COUNTY** to the **CONTRACTOR** for Services provided under this Agreement shall not exceed **sixty thousand dollars (\$60,000.00)**.

D. The **COUNTY** funds are contingent upon availability of state and County of Oneida funding; reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

E. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this

Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

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

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

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

6. **NO CLAIM FOR DAMAGE**

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

7. **EXPENSES**

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

8. **TRAINING**

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

9. **NON ASSIGNMENT CLAUSE**

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

10. **SUBCONTRACTS**

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

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

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

11. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

1. illness;
2. absence due to normal vacation;

3. absence due to attendance at school or special training or a professional convention; or meeting.

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

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

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

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

12. STANDARD ASSURANCES

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

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

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

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

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

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

13. **NYSOFA TERMS AND CONDITIONS**

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

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)

6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

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

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

D. To the extent that the Agreement with the **COUNTY** is for a program or service funded under the **COUNTY'S** Area Plan, the **CONTRACTOR** agrees that it and any

subcontractors shall perform such Services in accordance with the terms of the Area Plan. The COUNTY agrees to make the Area Plan available to the CONTRACTOR.

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

14. GRIEVANCE PROCEDURES

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

15. FISCAL REQUIREMENTS/RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

16. **INDEMNIFICATION**

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

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from or out of the Services of the **CONTRACTOR** and its agents, servants, employees or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its Assistants, agents, servants, volunteers or employees, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to

property on account of any neglect, fault or default of the **CONTRACTOR**, its Assistants, officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants, employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

17. **INSURANCE COVERAGE REQUIREMENTS**

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

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

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

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

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The

CONTRACTOR shall have Oneida County added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

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

F. Business Automobile Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

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

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

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

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

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

18. REPORTING REQUIREMENTS

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

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

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

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

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

19. **COORDINATION REQUIREMENTS**

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

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

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

20. **AGREEMENT CANCELLATION**

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

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

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

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

21. **ENTIRE AGREEMENT**

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

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

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

22. **INCORPORATION BY REFERENCE**

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

23. **STANDARD ADDENDUM**

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

24. **CHOICE OF LAW/FORUM**

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

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

25. **SUCCESSORS AND ASSIGNS**

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

26. **NON WAIVER**

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

27. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that

comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

28. **AUTHORITY TO ACT/SIGN**

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

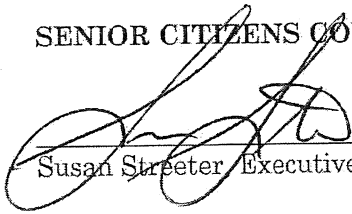
29. **ADVICE OF COUNSEL**

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

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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


SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC.



Susan Streeter, Executive Director

1/29/2019
Date

COUNTY OF ONEIDA



Anthony J. Picante, Jr., County Executive

~~4/2/19~~ 3/21/19
Date

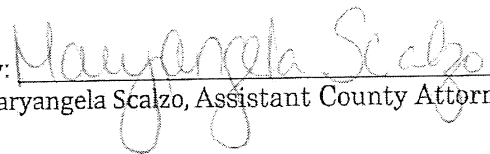
OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

2/1/19
Date

Approved:

By: 

Maryangela Scalzo, Assistant County Attorney

3/21/19
Date

APPENDIX A

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

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

APPENDIX B
Oneida County Office for the Aging
Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C
Oneida County Office for the Aging
Voucher Instructions
for Units of Service Contracts

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

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

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

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

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

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

Susie Perritano, Accounting Supervisor

APPENDIX D

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

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

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

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

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

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

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

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

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

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

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number.

This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

Updated: 11/8/2018

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

November 28, 2023

FN 20 23 388

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

**HEALTH & HUMAN SERVICES
WAYS & MEANS**

Dear Mr. Picente:

Oneida County is in receipt of an Amendment to a grant from the New York State Office of Children and Family Services, which will be used to fund a mobile unit provided through the Oneida County Child Advocacy Center (CAC). This Amendment increases the grant from \$300,000.00 to \$400,000.00, with a contract term of April 1, 2021 through September 30, 2025, extending it from a previous end date of September 30, 2023.

The purpose of this grant is for a Mobile Child Advocacy Center/Unit to provide services to children and families who reside a significant distance from the CAC building. The mobile unit is a child-friendly space for child victims and non-offending family members to receive services. It includes a waiting area for families and a child-friendly interview room, as well as recording equipment and an observation room for a multi-disciplinary team (MDT).

The mobile unit will allow for team members to choose a centrally located safe space to meet the family and child within their own community.

I am available at any time to further discuss this grant should you have any questions. I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of the grant funds.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk

Attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive
Date 11-30-23

#35403

Oneida Co. Department Family & Community Services

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

Oneida County Board of Legislators
Contract Summary

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

Title of Activity or Services: Oneida County Child Advocacy Center Grant

Proposed Dates of Operations: April 1, 2021 through September 30, 2025

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The purpose of this grant is to create a Mobile Child Advocacy Center/Unit to provide services to children and families who reside a significant distance from the CAC building. The mobile unit will be a child friendly space for child victims and non-offending family members to receive services. The unit will have a waiting area for families, a child-friendly interview room, and observation room for Multi-Disciplinary Team (MDT) members and bathroom facilities. It will be equipped with recording and observation equipment as well.

The mobile unit will allow for team members to choose a centrally located safe space to meet the family and child right in their own community.

2). Program/Service Objectives and Outcomes

The mobile unit will allow for team members to choose a centrally located safe space to meet the family and child right in their own community.

3). Program Design and Staffing Level -

Total Grant Amount: \$400,000.00

Oneida County Dept. Funding Recommendation: A2703 - 100% funds through the New York State Office of Children and Family Services

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

Federal 0%
State 100%
County 0%

Cost Per Client Served:

Past performance Served:

O.C. Department Staff Comments:

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

| | |
|---|---|
| <p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144</p> | <p>BUSINESS UNIT/DEPT. ID: CFS01 / 3400000</p> <p>CONTRACT NUMBER: C029063</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p> |
| <p>CONTRACTOR SFS PAYEE NAME:</p> <p>ONEIDA COUNTY OF</p> | <p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p> |
| <p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>ONEIDA COUNTY OF</p> | <p>PROJECT NAME:</p> <p>MDT CAC Mobile Units</p> |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable):</p> | <p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only): 16.575, 93.669</p> |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 PARK AVE UTICA NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address 800 PARK AVE UTICA NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address 800 PARK AVE UTICA NY 13501</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000-000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Government</p> <p><input type="checkbox"/> Sectarian Entity</p> |

Contract Number: # C029063

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

| | |
|---|---|
| <p>CURRENT CONTRACT TERM: From: 04/01/2021 To: 09/30/2023</p> <p>CURRENT CONTRACT PERIOD: From: 04/01/2021 To: 09/30/2023</p> <p>AMENDED TERM: From: 04/01/2021 To: 09/30/2025</p> <p>AMENDED PERIOD: From: 04/01/2021 To: 09/30/2025</p> | <p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: 300,000.00</p> <p>AMENDED: 400,000.00</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p> |
|---|---|

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


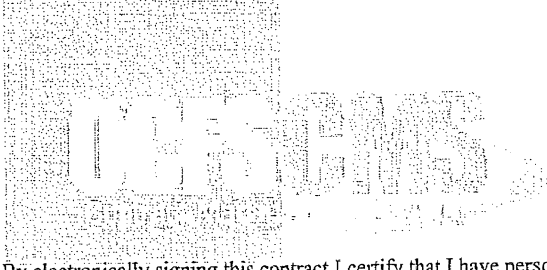
| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|---|----------------|----------------|----------------|
| 1 | See Attachment B (if Attachment B is noted as an attachment to this Agreement) | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

ATTACHMENTS PART OF THIS AGREEMENT:

All terms and provisions of the original agreement, or as previously amended, remain in full force and effect with the exception of any changes to the face page and the revised or additional documents listed below.

Attachment A-1B
Attachment B - Budget
Attachment C

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

| CONTRACTOR | STATE AGENCY Office of Children and Family Services |
|--|--|
| Electronically Signed by:  | Electronically Signed by:  By electronically signing this contract I certify that I have personally verified the electronic signature of the contractor to this agreement. <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." |

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

Title: _____

Date: _____

Attachment A-1 B Cover Only

Attachment A1-B

Program Specific Terms and Conditions

Multi-Disciplinary Teams and Child Advocacy Centers (MDT/CAC) Mobile Units

MDT/CAC's conduct investigations of physical abuse, sexual abuse, near death and deaths of children ages 0 to 18 years of age using cross discipline expertise; an environment staffed by and/or accessible to multiple disciplines for training and equipped to conduct initial and ongoing forensic interviews, case management, medical exams and psycho/social assessments in a child and family friendly setting. The MDT/CAC identifies opportunities for systemic changes and immediate interventions to enhance investigations and treatment of crimes against children.

The following are the required New York State program standards or components of a fully functioning CAC:

- **A Child Appropriate/Child Friendly Facility:** The child-focused setting is comfortable, private, and both physically and psychologically safe for diverse populations of children and their non-offending family members. It is preferable that the site be in a location separate from other service providers. However, it may be a special family/victim-oriented sub-facility within a larger agency.
- **Established Multidisciplinary Team (MDT):** There must be a well-functioning multidisciplinary child abuse investigation team in place with a protocol for the investigation and interviewing of child victims. The team must consist of representation from Child Protective Services, the District Attorney's office, law enforcement agencies, medical providers trained in forensic pediatrics, mental health professional/s, victim advocacy personnel, and child advocacy center staff. The team may also include other agencies involved with targeted cases.
- **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations that implements sound administrative policies and procedures.
- **Cultural Competency and Diversity:** Culturally competent services must be routinely made available to all CAC clients and coordinated with the MDT response. There must be the promotion of policies, practices, and procedures that are culturally competent.
- **Forensic Interviews:** Forensic interviews must be conducted in a legally sound truth-seeking manner. Interviews must be of a child sensitive, unbiased, developmentally, and culturally appropriate, fact-finding nature; and are coordinated to avoid duplicative interviews.
- **Medical Evaluation:** Specialized medical evaluation and treatment services are made available to all children as part of the MDT response, either at the CAC or through coordination and referral with other specialized medical providers.

Attachment A1-B

- **Mental Health:** Specialized trauma-focused mental health services, designed to meet the unique needs of the children and non-offending family members, must be routinely made available as part of the MDT response, either at the CAC or through coordination and referral with other providers, throughout the investigation and subsequent legal proceedings.
- **Victim Support and Advocacy:** Victim support and advocacy services must be made available to all children and their non-offending caretakers as part of the MDT response, throughout the investigation and prosecution, either at the CAC or through coordination and referral with other providers.
- **Case Review:** A formal process in which MDT discussion and information sharing regarding the investigation, case status, and services needed by the child and non-offending family members is to occur on a routine basis.
- **Case Tracking:** CACs must monitor case progress and track case outcomes for all MDT components. Minimally, all CACs are required to utilize and enter data into the "Collaborate" data tracking system.

New York State Social Services Law Section 423 requires all counties to use an MDT approach or a joint response with law enforcement to investigate reports alleging physical abuse, sexual abuse, fatalities, and cases where a child has been physically harmed after two prior reports by mandated reporters within the previous six months. New York Social Services Law 423-a establishes CACs that provides, among other things, sound program, fiscal, and administrative practices as well as inter-disciplinary protocols.

OCFS, and through OCFS the contractor(s) and subcontractor(s), must be in compliance with VOCA standards under this project for the period of 04/01/2021-09/30/2021. These requirements are outlined in Attachment-F (Federally Funded Grants - Special Conditions - OVS). Please refer to Section 5 Contract Documents for additional information.

The Contractor shall return the Mobile Unit (RV) purchased with funds from this Agreement to the State at the Contractor's cost and expense if the vendor's program dissolves. In addition, the Contractor agrees to permit the State to inspect the RV and to monitor its use at reasonable intervals during the Contractor's regular business hours. The Contractor shall be responsible for maintaining and repairing the RV purchased or procured under the Master Contract at its own cost and expense once the agreement ends. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment once the agreement ends.

The Contractor agrees that the RV, when returned, shall be in the good condition. All components of the RV shall have been properly serviced, following the manufacturer's written operating and maintenance plan, such that the Vehicle remains eligible under the manufacturer's standard, full-service maintenance warranty without OCFS incurring any

Rev. 06-2023

Attachment A1-B

expense to repair or rehabilitate the Vehicle. If, in the opinion of OCFS, any Item of the Vehicle fails to meet the standards set forth above, the Vendor agrees to pay on demand all costs and expenses incurred in connection with repairing such Item of the Vehicle and restoring it to meet such standards.

LOCAL SHARE MATCH REQUIREMENT:

- There is no required local share match.

DESIGNATED PAYMENT OFFICE:

All reports, claims for reimbursement, and claims to account for the advance payment (if applicable), must be logged and completed on-line in the Contract Management System (CMS).

If additional funds become available, OCFS reserves the right to provide funding to the awardee. All funding is contingent on the availability of funds. Grantees will be expected to cooperate with timeframes indicated in the Contract Management System (CMS).

ADMINISTRATIVE CAPS:

Federal Awards:

- OCFS will reimburse the federally approved indirect cost rate for federally funded contracts up to any statutory caps required by the funding streams and in accordance with the terms and conditions of the federal award. A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- If your agency does not have a federally approved indirect cost agreement, and your agency is a non-Federal entity that has never received a negotiated indirect cost rate, except for a governmental department or agency unit that receives more than \$35 million in direct Federal funding, you may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC). Please see federal regulations at 2 CFR 200.414(f) for the applicable legal requirements for this option.
- MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of \$25,000.

Attachment A1-B

- Use of a federally approved indirect cost rate, or the de minimis rate, as described above, if applicable, must be in accordance with all applicable federal rules to include 2 CFR Part 200.
- No additional Administrative Expenses will be allowed beyond the federally approved indirect cost rate or, if applicable, the de minimis rate.

All costs claimed under the contract must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented, and such documentation must be provided to OCFS upon request.

Allowable Cost include but are not limited to*:

- Purchase of Mobile CAC unit,
- Gas, maintenance, and upkeep of Mobile CAC unit,
- Staffing, fringe benefits,
- Project equipment and furniture,
- Computers and appropriate software for the project,
- Supplies, mailing and printing costs of project related flyers/pamphlets, educational materials,
- Staff travel costs at the approved state travel rate,
- Mobile Cell phone, and
- A maximum of 10% federally approved indirect cost rate with appropriate documentation.

Non-allowable costs include but are not limited to*:

- Capital development or acquisition costs such as purchasing buildings and major refurbishing/renovation of buildings,
- Supplanting current positions or responsibilities,
- Out of state travel, unless approved by the OCFS Program Manager,
- Interest costs, including cost incurred to borrow funds,
- Costs of organized fund raising,
- Cost for preparation of continuation agreements or contracts and other proposal development costs,
- Costs for dues, incorporation fees, conferences, or meetings unless in connection with the project, and
- Lunch or meals at meetings or training programs.

This is not a comprehensive list. Any questions should be directed to OCFS*. OCFS Program Manager will have final decision-making responsibility on all allowable and non-allowable costs; but please be aware that is not an exhausted list. Any questions should be directed to OCFS. The following parameters will apply:

Rev. 06-2023

Attachment A1-B

These contracts are funded with National Center on Child Abuse and Neglect funds and are subject to federal regulations that can be found at <https://www.acf.hhs.gov> for the period of 10/01/2022-09/30/2025.

Funds made available through this grant shall be used to supplement and not supplant other Federal, State, tribal, and local public funds expended to provide services and activities that promote the objectives of this procurement.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

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18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

| | |
|--------------------------|-----------------------|
| Contractor Name: | Oneida County |
| Period of Budget: | 04/01/2021-09/30/2025 |
| Contract Number: | C029063 |

**ATTACHMENT B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

| Expense Category | Local Share/ Local Match (if applicable) | OCFS Funds | Total Project Cost |
|---------------------------------------|---|------------|--------------------|
| 1 | 2 | 3 | 4 |
| A. Personal Services | | | |
| 1. Project Staff Salaries | \$0 | \$0 | \$0 |
| 2. Fringe Benefits | | | \$0 |
| 3. Total (Lines 1 + 2) | \$0 | \$0 | \$0 |
| B. Non-Personal Services | | | |
| 4. Contractual/Consultant | \$0 | \$15,000 | \$15,000 |
| 5. Travel/Per Diem | \$0 | \$0 | \$0 |
| 6. Equipment | \$0 | \$280,000 | \$280,000 |
| 7. Supplies | \$0 | \$34,000 | \$34,000 |
| 8. Other Expenses | \$0 | \$71,000 | \$71,000 |
| 9. Total (Total Lines 4 to 8) | \$0 | \$400,000 | \$400,000 |
| C. Project Total (Lines 3 + 9) | \$0 | \$400,000 | \$400,000 |

| |
|--|
| Local Match (if required) Use *calculation below |
|--|

***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

| | Source | Amount |
|---|--------|-----------|
| A. Cash Donations | | |
| B. In-Kind Donations | | |
| C. Volunteers/Intern | | |
| D. Fees for Service | | |
| E. Unrestricted Cash or Fund Balance | | |
| F. Grants: | | |
| - Other grants supporting this project | | \$400,000 |
| Amount of OCFS Funds | | |
| Non-OCFS Funds supporting this project | | |
| | | |
| | | |
| Total | | \$400,000 |

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Attachment C Work Plan

Attachment C Workplan Addendum

Oneida County

Contract #:C029063

Mobile Unit Workplan Specific to the county/counties served

- Population served
 - The Oneida County Child Advocacy Center, (CAC), provides services to all of Oneida County, with a total population of 229,959 people, according to the most recent data available from the U.S. Census Bureau. Oneida County encompasses a 1,258 square mile area in Central New York, containing 2 Cities, Utica and Rome, and 59 Towns, Villages and Hamlets. Residential communities vary greatly in Oneida County, from densely populated urban environments to sparsely populated rural and remote environments.

- County/counties to be served and demographics
 - Demographics for Oneida County with Comparison to Nation
 - 2019 5-Year American Community Survey Dataset, U.S. Census Bureau

| <u>Gender</u> | | | | |
|--|---------------|-------------|---------------|---------------|
| | Oneida County | County Rate | United States | National Rate |
| Male | 114,666 | 49.9% | 159,886,919 | 49.2% |
| Female | 115,293 | 50.1% | 164,810,876 | 50.8% |
| Total | 229,959 | x | 324,697,795 | x |
| <u>Race</u> | | | | |
| | Oneida County | County Rate | United States | National Rate |
| One Race | 223,169 | 97.0% | 313,933,893 | 96.7% |
| White | 196,219 | 85.3% | 235,377,662 | 72.5% |
| Black or African American | 13,771 | 6.0% | 41,234,642 | 12.7% |
| American Indian or Alaska Native | 542 | 0.2% | 2,750,143 | 0.8% |
| Asian | 9,304 | 4.0% | 17,924,209 | 5.5% |
| Native Hawaiian & Other Pacific Islander | 70 | 0.1% | 599,868 | 0.2% |
| Some Other Race | 4,462 | 1.4% | 16,047,369 | 4.9% |

| | | | | |
|--------------------------------|---------------|-------------|---------------|---------------|
| Two or More Race | 6,790 | 3.0% | 10,763,902 | 3.3% |
| Hispanic or Latino | | | | |
| | Oneida County | County Rate | United States | National Rate |
| Hispanic or Latino | 13,276 | 5.8% | 58,479,370 | 18.0% |
| Mexican | 952 | 0.4% | 36,473,461 | 11.2% |
| Puerto Rican | 7,830 | 3.4% | 5,629,268 | 1.7% |
| Cuban | 228 | 0.1% | 2,278,034 | 0.7% |
| Other Hispanic or Latino | 4,266 | 1.9% | 14,098,607 | 4.3% |
| Not Hispanic or Latino | 216,683 | 94.2% | 266,218,425 | 82.0% |
| Educational Attainment | | | | |
| | Oneida County | County Rate | United States | National Rate |
| Less than Ninth Grade | 7,034 | 4.4% | 11,284,290 | 5.1% |
| Ninth to Twelfth Grade | 11,315 | 7.1% | 15,187,971 | 6.9% |
| High School Graduate | 50,633 | 31.9% | 59,472,748 | 27.0% |
| Some College | 29,619 | 18.6% | 45,044,698 | 20.4% |
| Associate's Degree | 19,422 | 12.2% | 18,712,207 | 8.5% |
| Bachelor's Degree | 24,121 | 15.2% | 43,646,104 | 19.8% |
| Graduate Degree | 16,800 | 10.6% | 27,274,058 | 12.4% |
| Language Spoken at Home | | | | |
| | Oneida County | County Rate | United States | National Rate |
| English Only | 185,607 | 85.8% | 238,982,352 | 78.4% |
| Other than English | 30,606 | 14.2% | 65,947,773 | 21.6% |
| Spanish | 8,322 | 3.8% | 40,709,597 | 13.4% |
| Other Indo-European | 10,840 | 5.0% | 11,136,849 | 3.7% |
| Asian & Pacific Island | 8,631 | 4.0% | 10,727,303 | 3.5% |
| Other | 2,813 | 1.3% | 3,374,024 | 1.1% |

| <u>Household Income</u> | Oneida County | County Rate | United States | National Rate |
|-------------------------|---------------|-------------|---------------|---------------|
| Less than \$10,000 | 5,653 | 6.3% | 7,245,363 | 6.0% |
| \$10,000 to \$14,999 | 4,756 | 5.3% | 5,192,510 | 4.3% |
| \$15,000 to \$24,999 | 8,973 | 10.0% | 10,747,288 | 8.9% |
| \$25,000 to \$34,999 | 9,063 | 10.1% | 10,747,288 | 8.9% |
| \$35,000 to \$49,999 | 11,844 | 13.2% | 14,852,994 | 12.3% |
| \$50,000 to \$74,999 | 16,779 | 18.7% | 20,770,040 | 17.2% |
| \$75,000 to \$99,999 | 11,665 | 13.0% | 15,336,018 | 12.7% |
| \$100,000 to \$149,999 | 12,652 | 14.1% | 18,234,163 | 15.1% |
| \$150,000 to \$199,999 | 4,666 | 5.2% | 8,211,411 | 6.8% |
| \$200,000 or more | 3,589 | 4.0% | 9,298,216 | 7.7% |
| Median Household Income | \$ 56,027 | x | \$ 62,843 | x |

- Targeted areas (areas in the county that are targeted due to distance to the standing site)
 - Oneida County encompasses a 1,258 square mile area in Central New York, containing 2 Cities, Utica and Rome, and 59 Towns, Villages and Hamlets. Residential communities vary greatly in Oneida County, from densely populated urban environments to sparsely populated rural and remote environments. The Mobile unit will be utilized to service any and all areas of Oneida County when families and youth are unable to access the Child Advocacy Center due to barriers such as lack of transportation, geographic isolation, inability to take time-off from work, cultural and social norms, and victim-offender relationships.
- Overview of operations
 - The Child Advocacy Center (CAC) Mobile Unit provides the Community of Oneida County additional accessibility to the CAC services. As, many children and families impacted by abuse and neglect face additional barriers to services: lack of transportation, geographic isolation, inability to take time-off from work, cultural and social norms, and victim-offender relationship. With the mobile unit this expands access to safety, healing and justice for children and families in Oneida County. The mobile unit will allow the Multidisciplinary team to provide services such as but not limited to forensic interviews and victim advocacy in a child-friendly environment. Some children and families find it not feasible for them to go to the Child Advocacy Center, so this mobile unit provides the availability as an extension to the existing brick and mortar building. This will allow children and families to access services anywhere as the CAC can go to locations needed.

The goal is to make children feel comfortable and safe with hopes to minimize further trauma to the child.

- Oneida County is planning to use funding provided by OCFS to cover costs to run the mobile unit such as but not limited to any mechanical or maintenance needs the mobile unit may require such as repairs, new tires, oil changes, roof and window sealing, brakes, mobile unit washing fees and other related necessities that will arise. This funding would also cover everyday needs such as fuel, storage, and parking fees when mobile unit is not in use. Also, the cost of routine maintenance such as winterization, coverage for towing and tire changes, and any other unforeseen mobile unit expenses.
- The mobile unit also needs to be decorated to make it a child-friendly environment. We would like to purchase items such as but not limited to wall art, and secure cushions etc., child friendly toys such as but not limited to easel, crayons, markers for child activities to make the visit to the mobile unit the most comfortable as can be. The purchase of general items including, but not limited to DVDs, books, educational toys, and refreshments (water, juice, and snacks) for families served.
- The mobile unit also needs to have equipment such as but not limited to tables and chairs, computer equipment, wiring installed, TV with DVD player for the child to watch in the waiting area, any electronic equipment that is deemed necessary. It is necessary to make the mobile unit function as a seamless office for staff and a child friendly environment for the children in need of these services.
- Other supplies needed such as but not limited to regular office supplies for example, pens, paper, post it notes, portable storage drives, files folders, binders, pamphlets, business cards, toner, and any other office supplies needed. Cleaning Supplies needed in the mobile unit including, but not limited to glass cleaner, all purpose cleaner, disinfectant, paper towels, tissues, floor mats, and other cleaning items.

Performance Target and Milestone Chart

Oneida County Child Advocacy Center
Contract # C029063
Contract Term: 10/1/2023 – 9/30/2025
Period Targets Cover: 10/01/2023 - 09/30/2025

Standard _____ Use of a Mobile CAC RV Unit _____

Performance Target # 1

Implementation of the Use of a Mobile CAC RV Unit during the 2023 – 2025 Contract year. To bring CAC services to individuals facing transportation challenges, particularly in rural and remote areas of Oneida County's 1,258 square miles.

October 1, 2023 – September 30, 2024

| <u>First Quarter Milestone(s)</u> | <u>Date 10/01/23 – 12/31/23</u> | <u>Verification of Milestones</u> |
|-----------------------------------|---------------------------------|-----------------------------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

| <u>Second Quarter Milestone(s)</u> | <u>Date 01/01/24 – 03/31/24</u> | |
|------------------------------------|---------------------------------|-----------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

| <u>Third Quarter Milestone(s)</u> | <u>Date 04/01/24 – 06/30/24</u> | |
|-----------------------------------|---------------------------------|-----------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

| <u>Fourth Quarter Milestone(s)</u> | <u>Date 07/01/24 – 09/30/24</u> | |
|------------------------------------|---------------------------------|-----------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

October 1, 2024 – September 30, 2025

| <u>First Quarter Milestone(s)</u> | <u>Date 10/01/24 – 12/31/24</u> | <u>Verification of Milestones</u> |
|-----------------------------------|---------------------------------|-----------------------------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

| <u>Second Quarter Milestone(s)</u> | <u>Date 01/01/25 – 03/31/25</u> | |
|------------------------------------|---------------------------------|-----------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

| <u>Third Quarter Milestone(s)</u> | <u>Date 04/01/25 – 06/30/25</u> | |
|-----------------------------------|---------------------------------|-----------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

| <u>Fourth Quarter Milestone(s)</u> | <u>Date 07/01/25 – 09/30/25</u> | |
|------------------------------------|---------------------------------|-----------------|
| 1. Use of Mobile CAC RV Unit | | Provide Use Log |

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

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

November 29, 2023

FN 20 23-385
HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Re: Agreement with the City of Utica Police Department (Contract #174370)

Dear Mr. Picente:

Attached please find a proposed two-year agreement between Oneida County and the City of Utica. Per the agreement, the Utica Police Department will provide one of its officers to serve as a full-time Law Enforcement Coordinator at the Child Advocacy Center (CAC). The officer will facilitate and assist a multi-disciplinary team (MDT) — which includes, among others, personnel from local law enforcement agencies, the District Attorney’s Office, and Child Protective Services — in the investigation of child abuse cases. The CAC was established in 1990 to provide this multi-disciplinary approach.

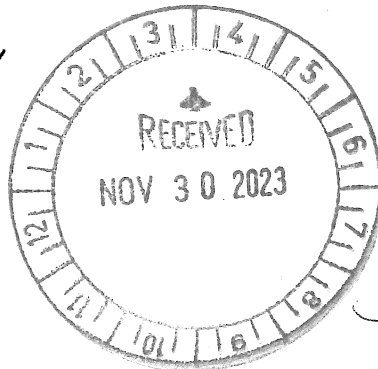
This Agreement commences January 1, 2023 and continues through December 31, 2024. The County will pay the City at the officer’s pay rate and fringe benefits, consistent with the relevant collective bargaining agreement. The 2023 cost shall not exceed \$139,851.41, while the 2024 cost shall not exceed \$144,046.94, i.e., a two-year total of \$283,898.36, with the NYS Office of Children and Family Services funding \$141,949.18.

If the above meets with your approval, I request that this matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
Attachment



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

Anthony J. Picente, Jr.
County Executive

Date 11-30-23

Oneida Co. Department: Family and Community Services

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13501

Title of Activity or Service: Law Enforcement Coordinator for Child Advocacy Center

Proposed Dates of Operation: January 1, 2023 through December 31, 2024

Client Population/Number to be Served: Child abuse victims

Summary Statements:

1) Narrative Description of Proposed Services

The City of Utica, through its Police Department (Utica PD), will assign one police officer as the Law Enforcement Coordinator (LEC) dedicated to the Child Advocacy Center (CAC) to assist in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.

2) Program/Service Objectives and Outcomes:

The LEC will act as a liaison between the Department, Utica PD, CAC, District Attorney, and various law enforcement agencies in matters relating to MDT cases to provide a coordinated approach in the investigation process. This will decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

3) Program Design and Staffing

Utica PD provides one full-time LEC who will work with a MDT consisting of one full-time LEC provided by the Rome Police, two part-time LEC's provided by the Oneida County Sheriff's Office, and one Child Advocacy Administrator from the Sheriff's Office.

Total Funding Requested: \$283,898.36 **Account #:** A6011.49537

Oneida County Dept. Funding Recommendation: \$141,949.18

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

Federal: 0% (\$0) State: 50% (\$141,949.18) County: 50% (\$141,949.18)

Cost Per Client Served:

Past Performance Data: The Department has been contracted with the City of Utica Police Department as part of the Child Advocacy Center since 1990 and is satisfied with the services provided.

O.C. Department Staff Comments: This is a mandated service.

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Family and Community Services (collectively, the “County”), both having their principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, and the City of Utica, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 1 Kennedy Plaza, Utica, New York 13502, through its City of Utica Police Department, located at 413 Oriskany Street West, Utica, New York 13502 (collectively, the “Contractor”).

WHEREAS, the County has the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

WHEREAS, the County has received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the County is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Utica Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, the Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE AS FOLLOWS:

I. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2023 through December 31, 2024.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely to the CAC for forty-one hours and fifteen minutes (41.25) per week.
2. The LEC shall facilitate and assist the CAC in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall participate in case review.
4. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case

tracking system;

5. The LEC shall also do the following:

A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:

i. Be the contact person for law enforcement agencies with questions about proper procedure in MDT cases;

ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and

iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.

B. Act as a liaison between the CAC, the DA, the County, and various law enforcement agencies in matters relating to MDT cases:

i. Develop and maintain professional working relationships with all County agencies;

ii. Confer with police agencies about the status of the criminal investigation of MDT child abuse cases;

iii. Confer with the DA regarding the status of MDT case prosecutions; and

iv. Work with partner agencies to resolve issues involving the criminal aspect of MDT child abuse cases.

C. Keep current on issues relevant to the LEC position and take part in training opportunities when able, at the Contractor's discretion.

D. Work collaboratively with other CAC staff and MDT members.

E. Compile and keep current a list of contact information for local police agencies and MDT members.

F. Perform all duties with sensitivity to the confidential nature of MDT child abuse cases.

G. The Contractor agrees that the police officer assigned to the role of LEC shall:

i. Investigate allegations of physical or sexual abuse of children;

ii. Interview victims using appropriate techniques agreed upon by the CAC,

which comply with rules and regulations of the City of Utica Police Department Manual;

- iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
- iv. Gather and process evidence on cases assigned to LEC;
- v. Work in tandem with the Oneida County Child Protective Services (CPS) caseworker at the CAC;
- vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill their duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
- vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement, as deemed appropriate by the Contractor.

H. The Parties hereto agree to work together to meet the following goals:

- i. Maintain a MDT consisting of experienced and trained personnel from CPS, law enforcement, medical providers, Rape Crisis, and the DA;
- ii. Increase the percentage of reported severe physical or sexual abuse of children cases that are indicted, prosecuted and convicted;
- iii. Decrease the level of trauma to child victims and secondary victims;
- iv. Maintain a child-oriented interview setting;
- v. Maintain accurate records of reports, arrests, prosecutions, and convictions;
- vi. Provide on-going training; and
- vii. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

III. PERFORMANCE OF SERVICES

1. The Contractor represents that the full-time police officer it designates to act as LEC 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 the same.

2. The Contractor acknowledges and agrees that the Contractor, its employees, agents and servants 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.

IV. INDEPENDENT CONTRACTOR STATUS

1. The Parties agree that the relationship of the Contractor and the LEC to the County shall be that of Independent Contractors. Neither the Contractor nor the LEC shall be considered an employee of the County for any purpose whatsoever including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, leave accruals, or health insurance benefits.
2. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the LEC under this Agreement, and for compliance with all applicable labor and employment requirements, 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.
3. The Contractor shall indemnify and hold the County harmless from all loss or liability, if any, incurred by the County resulting from the County not making such payments or withholdings.
4. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, both Parties 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.
5. The Contractor 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.

V. EXPENSES

The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and the County will not reimburse the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

1. The Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings that permit an LEC to work in the CAC. The County will pay for those specialized trainings, to the extent allowable under the CAC grant.
2. The Contractor shall be fully responsible for its own training necessary to maintain any

licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of same.

VII. REIMBURSEMENT

1. The County shall reimburse the Contractor monthly upon submission of a County Voucher and data to verify the claimed expenditures. The Contractor shall attach certified copies of the assigned LEC's official time sheets to said vouchers. The Contractor shall also provide any other documentation required by the County to show the actual cost incurred.
2. The County shall reimburse the Contractor one hundred percent (100%) of the cost for the services of the assigned LEC.
 - a. The Contractor has represented to the County that the total 2023 annual cost of the LEC to the Contractor is \$139,851.41. Reimbursement for 2023 shall not exceed \$139,851.41. Any actual cost incurred by the Contractor in excess of \$139,851.41 shall be the sole responsibility of the Contractor.
 - b. The Contractor has represented to the County that the total 2024 annual cost of the LEC to the Contractor is \$144,046.95. Reimbursement for 2024 shall not exceed \$144,046.95. Any actual cost incurred by the Contractor in excess of \$144,046.95 shall be the sole responsibility of the Contractor.
 - c. Total cost of this agreement for the duration shall not exceed a total cost of \$283,898.36
3. The County will not reimburse the Contractor for any time the LEC spends on matters not included in this Agreement, unless such matters are approved, in writing, beforehand by the CAC Administrator.
4. Any expenses or financial obligations made by the LEC without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. The rate of pay and fringe benefits shall comply with the provisions of the current Collective Bargaining Agreement (CBA) between the Police Benevolent Association and the Contractor. In the event the actual cost of the assigned LEC to the Contractor is increased by virtue of a newly negotiated CBA, within ten (10) days of the new CBA's full execution, the Contractor shall submit to the County a copy of the new CBA, with a statement of applicable salary and fringe benefit changes. Thereafter, the Parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor one hundred percent (100%) of the new cost.

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State

of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

i. CGL coverage shall be written in ISO Occurrence form CG 0001 0413 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 all 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 and deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for additional insureds shall include completed operations.

B. Business Automobile Liability (BAL)

i. BAL with limits of at least \$1,000,000 each accident.

ii. BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

iii. The County shall be included as an additional insured on the BAL policy. Coverage for additional insured shall be on a primary and non-contributing basis.

C. Professional Law Enforcement Liability Insurance amounting to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

D. Commercial Umbrella

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

ii. Umbrella coverage must include as additional insured all entities that are included as additional insured 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 insureds.

E. Workers' Compensation and Employer's Liability;

i. Statutory limits apply.

2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents,

officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Law Enforcement Liability or Workers' Compensation maintained in accordance with this section.

3. **Certificates of Insurance:** Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the County.
4. **Indemnification:** The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor, or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.

IX. RECORDS

At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Contractor shall provide all authorized representatives of the County and the State or federal government with full access to all records relating to the Contractor's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

X. MISCELLANEOUS

1. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
2. **Assignment.** Neither the Contractor nor the County shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.
3. **Confidentiality.** The Contractor and the County agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement and subject to Appendix D.
4. **Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms shall remain in full force and effect.
5. **Entire Agreement.** The terms of this Agreement, including Appendix A (Standard Oneida

County Conditions), Appendix B (DFCS Standard Clauses), Appendix C (General County Conditions of Contract) and Appendix D (Confidentiality and Non-Disclosure Agreement), which are 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.

6. Governing Law & Venue. The contract shall be construed both as to its validity and to the performance of the parties in accordance with the laws of the State of New York. The venue of any litigation arising as a result of the contact shall be in a court of competent jurisdiction located in Oneida County, New York.
7. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year noted.

Oneida County

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

Date

Department of Family and Community Services

By: Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

11/29/23
Date

City of Utica

By: _____
Robert M. Palmieri, Mayor

Date

Approved:

By: _____
Christopher J. Kalil
Assistant County Attorney

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

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

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued .

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

- * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order # 45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
 - * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY 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 often (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/we db exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc%20db%20exemptions/we%20db%20exemptions.jsp)
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the Statewide 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 agree 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 Family and
Community Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;
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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames 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.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Appendix C

Standard Oneida County Conditions of Contract

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
 - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set

forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from

another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

chewing; holding in the mouth; or expectoration of chewing tobacco.

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

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

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

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

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

November 29, 2023

FN 20 23 390

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Agreement with the Neighborhood Center, Inc.

Dear Mr. Picente:

I am submitting a Purchase of Services Agreement between the Neighborhood Center, Inc. and the Department of Family and Community Services for Day Care registration, certification and training, inspection, and recruitment services.

The Department has contracted with the Neighborhood Center for these services since 1992.

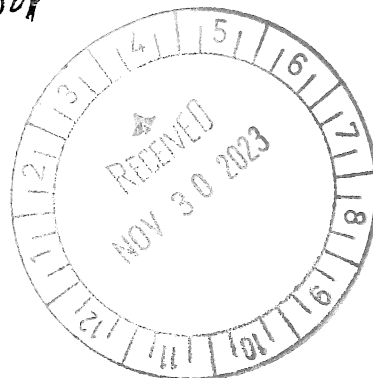
The term for this Purchase of Services Agreement is January 1, 2023, through December 31, 2023. The cost of \$230,297.00 is fully funded through a New York State Office of Children and Family Services grant. There is no local cost.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for approval. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc
Enc.



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 11-30-23

14502

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: Neighborhood Center
624 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: Day Care Registration/Inspection
Proposed Dates of Operations: January 1, 2023 – December 31, 2023

Client Population/Number to be Served: Individuals in Oneida County interested in or currently providing childcare in a residence.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Neighborhood Center provides recommendations for the registration/and renewal for those individuals satisfactorily completing a Family Day Care (FDC) initial/renewal application. The program will provide technical assistance to potential and current providers regarding application and regulations; regularly scheduled orientations throughout Oneida County; and inspections or investigations on registered homes on a random basis, or in response to a complaint or a request by provider, or for failure to meet training requirements. The Contract includes performance standards for initial registrations, renewal registration, complaint investigations, safety assessments, inspections, on-site registration, and case and management review.

2). Program/Service Objectives and Outcomes

This service proposes to increase the number of Registered FDC & School Age Day Care homes throughout Oneida County and to ensure through the inspection process that they meet the standard set by the NYS Regulations.

3). Program Design and Staffing Level

| | |
|-----------|-------------------|
| One (1) | Program Director |
| Three (3) | Caseworkers |
| One (1) | Program Assistant |

Total Funding Requested: \$ 230,297.00

Oneida County Dept. Funding Recommendation: Account # A6055.495

Mandated or Non-mandated: Mandated for New York State to provide this service through local

districts, utilizing a state-approved vendor.

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

| | | | |
|----------------|--------------|-----------|-------------------|
| Federal | 0 % | \$ | 0.00 |
| State | 100 % | \$ | 230,297.00 |
| County | 0 % | \$ | 0.00 |

Cost Per Client Served: This Contract is reimbursed through a Memorandum of Understanding with the State of New York for \$ 230,297.00.

Past performance Served: The Department has contracted with this provider since June 1, 1992. In 2007, the County instituted performance measures that the Contractor must meet to receive full reimbursement. The cost of the contract in 2022 was \$ 230,297.00.

O.C. Department Staff Comments: There is no local share to support this effort.

Oneida County Department of Family and Community Services
and
The Neighborhood Center, Inc.

AGREEMENT

THIS AGREEMENT made and entered into between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services (hereinafter individually called the “Department,” Oneida County and the Department are collectively referred to as the “County”) and The Neighborhood Center, Inc., a domestic not-for-profit corporation incorporated under the laws of New York State, having its principal offices located at 624 Elizabeth Street, Utica, New York 13501 (hereinafter called the “Contractor”). All parties to this Agreement are hereinafter collectively known as the “Parties.”

WHEREAS, New York State has established a state-wide system of family day care registration and inspection; and

WHEREAS, the New York State Office of Children and Family Services (“OCFS”) has contracted with the County for processing family day care registration and conducting family day care home inspections such that the County may locate appropriate subcontractors and execute contracts for said services; and

WHEREAS, the County has determined it to be in its best interest to subcontract for these services; and

WHEREAS, New York State has certified entities as being able to provide this service to local Social Services Departments; and

WHEREAS, the Contractor is the local agency certified by New York State to provide this service to the County;

NOW, THEREFORE, the Parties agree as follows:

SECTION I: DEFINITIONS

- A. Family Day Care Homes. Family Day Care Homes (hereinafter called “Homes”) are defined as programs caring for children for more than three hours per day per child in which child day care is provided in a family home for three to six children.” They are regulated under Section 390 of the Social Services Law and Title 18 of the New York Code of Rules and Regulations (NYCRR), Parts 413 and 417.

- B. Certification. Certification shall be defined as the gathering of required documents, scheduling and arranging of required inspections, and issuing the necessary instruction in accordance with OCFS regulations and Department policy.

SECTION II: TERM OF AGREEMENT

- A. The term of this Agreement (a sub-contract under an OCFS grant) shall be from January 1, 2023, through December 31, 2023.
- B. The option to renew this Agreement is at the sole discretion of the County and the County shall provide notice to the Contractor prior to the end of the term of this Agreement.

SECTION III: SCOPE OF SERVICES

The Contractor shall perform Certification, re-certification, and inspection activities for the Department. The Contractor shall perform these activities in the following manner:

- A. Activity 1: Processing Registration Applications. This activity shall include the following functions:
1. Conducting regularly-scheduled orientation sessions for potential new applicants. Orientation sessions shall be conducted using an OCFS-supplied curriculum. Orientation sessions shall be held at times and locations on an as-needed basis to be determined by the volume of new applicants. Individuals attending orientation shall be provided with proof of attendance.
 2. Providing application packets at orientation sessions and other times, upon request.
 3. Providing technical assistance to help potential and current providers understand and comply with applicable regulations, complete the application (either original or renewal), and submit appropriate documentation. Additional supportive information shall be made available to child day care providers.
 4. Reviewing applications, including all supporting documentation, for completeness and compliance with applicable regulations. This includes acting upon those portions of the application that require further action (e.g., reviewing references, validating documentation).
 5. Notifying providers of application status, including initial notice within five (5) days of receipt of original application or renewal application as well as notice of outstanding or incomplete documentation.

6. Mailing renewal application packets to providers at least ninety (90) days prior to the expiration of their registrations.
7. Recommending approval or disapproval of all applications to OCFS Division of Child Care Services (“DCCS”) Regional Office.
8. Submitting monthly reports regarding orientation sessions. The reports shall include: the number of orientation sessions held; the program category (family day care or school-age childcare); the location and number of potential providers attending; the number of providers by category; the number of original applications and the number of renewal applications pending due to outstanding documentation; and the number of applications which have been pending for more than sixty (60) days.

B. Activity 2: Conducting Inspections. This activity shall include the following functions:

1. Inspecting at least fifty percent (50%) of registered providers annually with a priority on inspecting providers not licensed or certified prior to the implementation of registration. To the maximum extent possible, the Department shall identify the providers to be inspected. A full compliance study shall be made at each of these unannounced inspection visits. All violations identified must be corrected or the providers shall be referred to the DCCS Regional Office for enforcement action.
2. Investigating all complaints that, if true, would indicate a lack of compliance with statutory or regulatory requirements. If the complaint indicates that children may be in imminent danger, the Contractor shall perform an unannounced site inspection no later than the next day of program operation. In all other cases, except for those complaints solely alleging the failure to register, the Contractor shall make an unannounced site inspection visit within fifteen (15) days of the receipt of the complaint. In addition, the Contractor shall make a full compliance study if the Contractor determines that such a study is warranted, given the conditions at the site.
3. Investigating all Homes, which have not been previously inspected for another reason, where an application has been made to provide care for an additional one or two school-age children. The Contractor shall thereafter recommend approval or disapproval of the application. The Contractor shall make a full compliance study if the Contractor determines that such a study is warranted, given the conditions at the site. If the providers do not correct all violations, the Contractor shall refer the providers to the DCCS Regional Office for enforcement action.

4. Inspecting, upon receipt of the renewal application, all providers who have failed to meet the training requirement or who have unresolved regulatory violations or complaints.
5. Maintaining inspection reports and documentation of compliance or corrective actions in the file of each inspected provider.
6. Acting as Liaison: The Contractor shall serve as the liaison between the Department and the Homes. In this capacity, the Contractor shall handle all problems that may arise, including payment clarification between the Homes and the Department.
7. Maintaining Documentation: The Contractor shall maintain all required documentation, including the case records of all day care clients, and records of all applicants seeking to become Homes in the event documentation is needed for a Fair Hearing. Each month, the Contractor shall provide the following information in its monthly billing to the County;
 - a. An itemized list of expenditures for the month;
 - b. A list of all Homes that are:
 - i. Certified,
 - ii. In process of Certification; or
 - iii. No longer active, or have been denied Certification;
 - c. A list of all client families and children, detailing where they are placed;
 - d. A list of participants in the nutrition program; and
 - e. A statistical report and any reporting requirements from OCFS.
 - f. All documentation shall be prepared by the Contractor and submitted to the County per the forms and requirements of the Department and the OCFS.
8. Mandated Reports: All Contractor staff performing work under the terms of this Agreement are mandated child abuse reporters, and as such, they are required by

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

9. The liaisons for this program shall be:

a. Department: Philip Martini

b. Contractor: Sandra Soroka

10. OCFS requires that individuals performing the services detailed herein undergo certain New York State-sponsored trainings. Throughout the term of this Agreement, the Contractor's employees, representatives, Assistants, and assigns who will be providing the services required under this Agreement shall be required to undergo periodic and regular training pursuant to the State requirements. Such training shall be arranged, scheduled, and provided by OCFS, through its DCCS Regional Office.

11. The County and the Contractor's representatives shall meet at a minimum of once every three (3) months, at times mutually agreeable to the parties, to review programmatic and systemic issues and to evaluate the program.

C. Changes in the New York State Day Care Home Certification Process may result in changes in the scope and nature of services under this Agreement. Both parties shall meet to review these changes and make such adjustments and/or amendments to this Agreement as it becomes necessary and is deemed warranted by the County.

D. All information contained in the Contractor's files (or those of its sub-contractors) shall be held confidential pursuant to the applicable provision of the Social Services Law and any regulations promulgated thereunder, including, but not limited, to 18 NYCRR 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 agrees to comply with the terms and conditions as set forth APPENDIX A entitled "NEW YORK STATE CONDITIONS" and APPENDIX B entitled "STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

CONTRACTS PERSONNEL” both appendices attached as ATTACHMENT C and made a part of this Agreement.

SECTION IV: COST-REIMBURSEMENT AND CLAIMING PROCEDURES

A. The County shall be reimbursed a total cost for services provided, not to exceed \$230,297.00 for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Agreement for the period of January 1, 2023, through December 31, 2023. Reimbursement shall be made according to a budget approved by OCFS, a copy of which is attached hereto as “Attachment A” and made a part of this Agreement. Reimbursement shall be made quarterly, minus any applicable penalty as detailed below, upon submission of the appropriate County voucher with all supporting documentation deemed necessary by the Department, including, but not limited to the DCCS Quarterly Standard Performance Level determination detailed below.

B. A quarterly program review will be conducted by the DCCS, after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether the Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor’s compliance with all applicable timelines, operating procedures and other requirements as set forth in the DCCS Regional Office regulations and policies and the Child Care Facility System (CCFS) Users’ Manual, which are deemed to be incorporated herein by reference.

C. If the DCCS Regional Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the reimbursement to the Contractor for the quarter shall be reduced accordingly. The DCCS Regional Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The DCCS Regional Office shall notify the Contractor in writing of the DCCS Regional Office’s approval or disapproval of any such waiver request, and in the event of disapproval, shall delineate the reasons for such disapproval.

D. The following standard performance levels must be met quarterly, or the corresponding penalty will be administered:

1. Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all

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

2. Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care, will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

3. Quarterly Standard Performance Level – Complaint Investigations

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

4. Quarterly Standard Performance Level – Safety Assessments

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

5. Quarterly Standard Performance Level – Annual Inspections

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

6. Quarterly Standard Performance Level – Mid-Point Requirements

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

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

For on-site case review, the Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Department. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action

plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Contractor shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

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

9. Quarterly Standard Performance Level– Approved Staffing Plan

The Contractor will maintain the Office-approved Contractor staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the

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

10. The Contractor agrees that the equipment purchased under this Agreement is the property of the County and shall revert to the County upon any termination or failure to renew this Agreement. This Agreement shall be considered null, and void should OCFS grant funds become unavailable for any reason. The County shall reimburse the Contractor for those services provided through the agreed-upon termination date at the County's usual reimbursement rate.

SECTION V: INSURANCE AND INDEMNIFICATION

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

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - 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.
- iii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for the additional insureds shall include completed operations.

2. Business Automobile Liability

- i. Business Automobile Liability with limits of at least \$1,000,000 each accident.
- ii. Business Automobile Liability 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 Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

3. Commercial Umbrella

- i. Commercial Umbrella limits must be at least \$5,000,000.
- ii. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

4. Workers' Compensation and Employer's Liability

- i. Statutory limits apply.

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

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

D. Indemnification: The Contractor shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor and its Assistants, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its Assistants or failure on the part of the Contractor and its Assistants to comply with any of the covenants, terms or conditions of this Agreement.

SECTION VI: PERFORMANCE OF SERVICES

- A. The Contractor represents that it is duly licensed and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services required of it in this Agreement. 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 the same.
- B. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services required of it in this Agreement (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with all applicable federal, state, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

SECTION VII: INDEPENDENT CONTRACTOR STATUS

- A. The Parties agree 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 shall conduct themselves in accordance with such status, and that they will neither 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 officers or employees 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 service(s) to other entities and/or the public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.
- C. The Contractor's Assistants shall not be eligible for compensation from the County due to illness, an absence due to normal vacation, an absence due to attendance at school or special training, or a professional convention or meeting.
- D. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- E. The Contractor shall be 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, the Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, 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.

SECTION VIII: EXPENSES

The Contractor is solely responsible for paying all 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.

SECTION IX: TRAINING

The Contractor shall be fully responsible for any training necessary for its Assistants to maintain any licenses or certifications to perform the services described herein and shall be solely responsible for the cost of the same.

SECTION X: MISCELLANEOUS

- A. This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.
- B. Should the OCFS grant to the County currently being processed be disapproved, unfunded, withdrawn or otherwise become unavailable, for any reason, this Agreement shall be considered null and void.
- C. This Agreement may be terminated by the County upon thirty (30) day written notice of intent to cancel submitted to the Contractor.
- D. The terms of this Agreement, including any attachments, amendments, addenda or appendices 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.

SECTION XI: CHOICE OF LAW / VENUE

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

SECTION XII: 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.

(Signature page to follow)

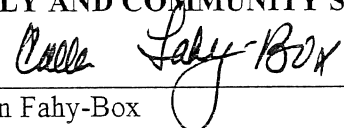
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

ONEIDA COUNTY

Anthony J. Picente, Jr.
County Executive

Date: _____

**ONEIDA COUNTY DEPARTMENT OF
FAMILY AND COMMUNITY SERVICES**



Colleen Fahy-Box
Commissioner

Date: 11/29/23

THE NEIGHBORHOOD CENTER, INC.

Sandra Soroka
Executive Director

Date: _____

Approved: _____
Robert R. Reitinger
Assistant County Attorney

ATTACHMENT A

BUDGET SUMMARY

(Approved by New York Office of Children and Family Services)
 (Oneida County Department of Social Services is a pass-through for this funding)

Budget Summary Form

| Expense Category | Requested OCFS Funds* | Total Cost |
|---------------------------------------|------------------------------|-------------------|
| A. Personal Services | | |
| 1. Personnel | \$151,110 | \$151,110 |
| 2. Fringe Benefits | \$52,889 | \$52,889 |
| 3. Total (Lines 1 + 2) | \$203,999 | \$203,999 |
| B. Non-Personal Services | | |
| 4. Contractual/Consultant | \$325 | \$325 |
| 5. Staff Travel/Per Diem | \$4,503 | \$4,503 |
| 6. Equipment | \$0 | \$0 |
| 7. Supplies | \$2,462 | \$2,462 |
| 8. Other Expenses | \$19,008 | \$19,008 |
| 9. Total (Total Lines 4 to 8) | \$26,298 | \$26,298 |
| C. Project Total (Lines 3 + 9) | \$230,297 | \$230,297 |

Agency: The Neighborhood Center,
 Inc.

Period: January 1, 2022–
 December 31, 2022

**A. Program Personnel
 Costs**

| A. Position/Title | Base Salary | % of Time on Project | Salary times % of Time** | OCFS Grant Funds | Total Salary Charged to Program |
|--------------------------------|-------------|----------------------|--------------------------|------------------|---------------------------------|
| Program Director-Jennifer Benn | \$48,000 | 56.00% | \$26,880 | \$26,880 | \$26,880 |
| Caseworker II-Melissa Darnell | \$41,000 | 100.00% | \$41,000 | \$41,000 | \$41,000 |
| Caseworker II-Jessica Scott | \$41,000 | 100.00% | \$41,000 | \$41,000 | \$41,000 |
| Caseworker II-Brianna Gagnon | \$42,230 | 100.00% | \$37,080 | \$37,080 | \$37,080 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total FTE's | | 3.56 | \$151,110 | | |
| B. Subtotal | | | | \$151,110 | \$151,110 |
| C. Fringe Cost > | 35.00% | | | \$52,889 | \$52,889 |
| D. Total (B+C) | | | | \$203,999 | \$203,999 |

B. BUDGET

B1. Consultant/Contractual

| Item | OCFS Funds | Total Costs |
|--|--------------|--------------|
| Umzuzu @ \$25/employee | \$100 | \$100 |
| Arlott Office Products - Maintenance on copiers/printers | \$225 | \$225 |
| All Bids and Agreements on file within Agency | | \$0 |
| Total Consultant Costs | \$325 | \$325 |

B2. Staff Travel/Per Diem

| Item | OCFS Funds | Total Costs |
|---|------------|-------------|
| Estimating staff will travel approximately 7,205 miles annually @ \$.625/mile reimbursement | \$4,503 | \$4,503 |
| | | \$0 |
| | | \$0 |
| | | \$0 |
| | | \$0 |

| | | |
|--|----------------|----------------|
| | | \$0 |
| All Travel Costs within Federal allowance guidelines | | \$0 |
| Total Staff Travel/Per Diem | \$4,503 | \$4,503 |

B3. Equipment

| Item | OCFS Funds | Total Costs |
|------------------------|------------|-------------|
| | | \$0 |
| | | \$0 |
| Total Equipment | \$0 | \$0 |

B4. Supplies

| Item | OCFS Funds | Total Costs |
|--|----------------|----------------|
| Office Supplies-paper, pens, pencils, printer cartridges; fax cartridges, manilla folders, envelopes and other office supplies as needed (\$300.00/employee) | \$1,200 | \$1,200 |
| Postage-estimating 1,112 pieces of mail will be sent @ \$.63/each | \$1,112 | \$1,112 |
| Printing-inhouse printing @ \$.20/page-estimating 750 pages | \$ 150 | \$150 |
| Total Supplies | \$2,462 | \$2,462 |

B5. Other Expenses

| Item | OCFS Funds | Total Costs |
|---|------------|-------------|
| Telecommunications - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$1,352.75. x 4 qtrs] | \$5,411 | \$5,411 |
| Utilities - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$1235 x 4 qtrs] | \$4,940 | \$4,940 |
| Building Repairs/Maintenance - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$310.25 x 4 qtrs] | \$1,241 | \$1,241 |
| Maintenance Building Contracts - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$994 x 4 qtrs] | \$3,976 | \$3,976 |
| Professional Services-Interpretation-estimating that interpretation will be utilized for 8 hours annually @\$55/hour | \$ 440 | \$440 |
| Liability Insurance-\$750/employee | \$3,000 | \$3,000 |
| | | \$0 |

| | | |
|----------------------|----------|----------|
| | | \$0 |
| Total Other Expenses | \$19,008 | \$19,008 |

ATTACHMENT B

MONTHLY DAY CARE REPORT

for the month of _____.

Certification:

Total Day Care Homes Certified at Start of Month _____.

Total Day Care Homes Leaving the Program _____.

Terminated _____.

Withdraw _____.

Moved _____.

Other _____.

Total Day Care Homes Certified at the end of Month _____.

Home-finding:

Total Home Studies Pending at start of month _____.

New Home Study Referrals _____.

Home Studies Terminated _____.

W/R _____.

Home Studies - Certified _____.

at end of Month _____.

Recruitment Report: (list recruitment efforts,

Date: _____

Signed _____.

ATTACHMENT C
(Attach Appendix A & Appendix B)

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

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

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order# 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

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

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period often (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/we_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 Statewide 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 agree 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 Family and
Community Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;
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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames 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.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this __ day of _____, 2023 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:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 11. 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.
 111. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or 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;

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

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

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

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

B. Establishing an 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.

11. 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:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
11. 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:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 111. 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:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

11. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

1v. 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;

v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

v111. 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

- 1x. 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:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 11. 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
 111. 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 I09 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 I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 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:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. 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:

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

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

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

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

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

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
Contract Administration, 4th Floor
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5733 ~ FAX: 315-798-5218

FN 20 23-391

November 29, 2023

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement with the House of the Good Shepherd for Non-Secure Detention (NSD) Services, six (6) reserved beds for Oneida County youth, and two (2) NSD Liaisons.

House of the Good Shepherd has provided NSD services for the Department since 1990. This co-ed facility provides a local temporary placement for Oneida County youth placed by Family Court.

The NSD Liaisons will be appearing in court to help ensure that the least restrictive and most cost-effective interventions are provided to youth entering the Oneida County juvenile justice system.

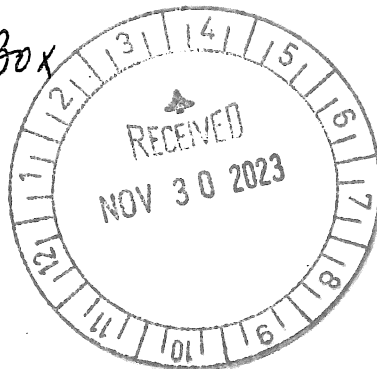
The term of this Agreement commences January 1, 2023, and terminates December 31, 2025. The cost for the reserved beds and the NSD Liaisons will not exceed \$4,383,316.00 for the term of this Agreement. However, in the event the Department requires additional beds, there will be an additional "Excess Utilization Fee". The County will be billed at a daily rate in accordance with the agreed upon annual reserved bed rates per additional bed per day for each calendar day in which the County's needs exceed the reserved beds.

If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 11-30-23

12902

Oneida Co. Department Family and Community Services

Competing Proposal _____

Only Respondent _____

Sole Source X

Other _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: House of the Good Shepherd
1550 Champlin Avenue
Utica, New York 13502

Title of Activity or Services: Non-Secure Detention services and (2) Non-Secure
Detention Family Court Liaisons

Proposed Dates of Operations: January 1, 2023, through December 31, 2025

**Client Population/Number
to be Served:** Youth placed by Family Court remand, PINS warrant,
JD warrant, or placed by Peace Officer

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Non-Secure Detention Program operates a co-ed facility in Utica, New York. Six of those beds will be reserved for Oneida County youth in need of Non-Secure Detention (NSD) Services. The Contractor will provide two Non-Secure Detention Family Court Liaisons to appear in Family Court. The Liaisons' goal is to ensure that youth entering the Oneida County juvenile justice system are provided the least restrictive and most cost-effective intervention.

2). Program/Service Objectives and Outcomes

Include: local, temporary placement of youth who are placed by Family Court remand, PINS warrant, JD warrant, or are placed by a Peace Officer; and NSD Family Court Liaisons who will assist in making referrals for community-based services for youth, locating placements and ensuring that youth receive needed services and supports.

3). Program Design and Staffing Level

A co-ed non-secure facility with 24-hour supervision and care; two NSD Family Court Liaisons

Total Funding Requested: \$4,383,316.00

Account #: A6123.495

Oneida County Dept. Funding Recommendation: \$4,383,316.00

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

Proposed Funding Source (Federal \$ /State \$ / County \$): Estimated depending on utilization, total amount of service may increase if more than four beds are used.

| | | |
|--------|------|----------------|
| State | 49 % | \$2,147,824.84 |
| County | 51 % | \$2,235,491.16 |

Cost Per Client Served: N/A

Past performance Served: The County has contracted with this provider for this service since 1990.

O.C. Department Staff Comments: The Department increased the number of reserved beds from four to six to ensure availability for Oneida County youth.

Department of Family and Community Services

And

House of Good Shepherd

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through the Social Services division of its Department of Family and Community Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter called the "Department;" the Department and Oneida County shall collectively be called the "County"), and House of The Good Shepherd, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business at 100 Lomond Court, Utica, New York 13502 (hereinafter called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WITNESSETH

WHEREAS, the County has the responsibility for care and custody of certain youth who are subjects of judicial proceedings as Juvenile Delinquents (J.D.) who are remanded to Non-Secure Detention (NSD) prior to, during, and immediately after judicial proceedings; and

WHEREAS, the County desires to reserve six (6) beds and accompanying services in the Contractor's NSD program; and

WHEREAS, the Contractor administers and manages the NSD program at its NSD facility located at 1550 Champlin Avenue, Utica, New York; and

WHEREAS, the New York State Office of Children and Family Services has and will certify said NSD program; and

WHEREAS, the County desires the services of Detention Diversion Liaisons to ensure that the least restrictive and the most cost effective interventions are provided to the youth entering the Oneida County Juvenile Justice System; and

WHEREAS, the Contractor has the staff, ability and expertise to provide Detention Diversion Liaisons to the County; and

WHEREAS, the Parties each desire to enter into an agreement for the provision of the NSD program and Detention Diversion Liaisons to the County on the terms and conditions set forth herein;

NOW THEREFORE, the Parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2023, through December 31, 2025. The option to renew this Agreement is at the sole discretion of the County, and the County will notify the Contractor prior to the end of the term of this Agreement if it wishes to renew.

II. SCOPE OF SERVICES

1. The Contractor shall operate a co-ed facility from the Contractor's 1550 Champlin Avenue location in Utica, New York. The Contractor shall reserve and provide the County with six (6) beds to be used by Oneida County youth in need of NSD services.
2. NSD, its operations, rules, and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this Agreement shall be established and implemented in accordance with all laws, rules, and regulations relating to the operations of NSD facilities.
3. The NSD services shall be available to those youth meeting the criteria for detention in a juvenile delinquency matter under Section 304.1 of the Family Court Act.
4. A youth may only be admitted to the NSD program if remanded by Family Court, is the subject of a J.D. warrant, or is placed by a Peace Officer who is authorized to take a youth who has run away from home (in the reasonable opinion of the Peace Officer). Within an hour of receiving a youth who has run away, the Contractor shall inform a parent or other person legally responsible for such youth's care and the Family Court that it has received such youth.
5. The Contractor shall provide each youth with the appropriate care, shelter, food, clothing, education, health care, recreation, case management services, outcome analysis, and opportunity for family involvement to the extent possible.
6. The Contractor shall schedule medical examinations for all detained youth within 72 hours of admission and shall arrange for any necessary emergency medical care while in NSD. The Contractor shall pay for a complete physical examination. All other medical costs, including pharmaceutical, psychological or psychiatric services and dental costs, shall be the responsibility of the parent(s) and/or the County.
7. The Contractor shall provide 24-hour supervision of each youth in NSD.
8. The Contractor shall be responsible for all transportation of each youth, except as specified in paragraph 9, below.

9. The Oneida County Sheriff's Office shall transport each youth to and from the NSD facility for attendance at court proceedings when the Sheriff's Office is available to do so. In the event that the Sheriff's Office is not available to transport the youth to and from the NSD facility for attendance at court proceedings, the County shall contact the Contractor to request its assistance. The Contractor shall make every effort to respond to this need as soon as possible.
10. The Contractor shall ensure that intake is available 24 hours per day, seven (7) days per week for the NSD program.
11. The Contractor shall provide crisis intervention, admissions, and related services.
12. In the event a youth absconds from the NSD program, the Contractor shall:
 - a. File a missing person report with the local authorities within an hour of the youth absconding;
 - b. Notify the youth's parents and the County within an hour of the youth absconding;
 - c. Pack up the youth's belongings and deliver them to the youth's parent or guardian as soon as possible, preferably within 72 hours of the youth absconding.
13. The two (2) Detention Diversion Liaisons ("Liaisons") shall perform the following:
 - a. Function as a liaison between Oneida County Family Court, other officers of the Court, Oneida County departments, and local providers of juvenile justice services to ensure that youth involved in the Oneida County juvenile justice system receive the services and supports they need;
 - b. Meet with youth and their families at or before Court appearances, gather relevant information, including information about pending charge(s) and the underlying issues that led to the youth's arrest;
 - c. Refer youth and their families to programs and services that could assist with reducing the risk of placement;
 - d. In the event a youth does not yet have an assigned Case Manager or Case Planner, the Liaison shall remain connected to the youth, the youth's family, and key providers during the pre-dispositional period in Family Court; and shall assist those youth with referrals for services or placements, including placements outside of Oneida County, when necessary, and any necessary paperwork as requested by the Court.

III. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall operate the NSD program in compliance with the applicable provisions

set forth in Part 180 of the New York State Office of Children and Family Services Juvenile Detention Facilities Regulations.

2. The Contractor acknowledges that it is familiar with and has a copy of all rules and regulations of New York State pertaining to Contractor Shelters and Foster Boarding Homes, as well as the operation of Non-Secure Family Foster Care. The Contractor shall comply with all such rules and regulations required by New York State, including all amendments and additions thereto.

3. The Contractor represents that the NSD program complies with all federal, state and local laws, rules, regulations and ordinances, including but not limited to the Labor Law, Workers' Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).

4. The Contractor shall appropriately train and supervise all NSD program staff in its employ.

5. The Contractor shall maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State governments.

6. The Contractor shall not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the Department.

IV. REIMBURSEMENT

1. The County shall reimburse the Contractor at the following rates for NSD program services:

- a. The cost of reserving one (1) bed for one (1) day is called the "Contract County Per Diem Rate." Said rate is established by taking the actual program budget, as outlined in Contractor Budget attached hereunto as Exhibit A and dividing it by the total number of beds available for the year. Said EXHIBIT A is attached and made part of this Agreement.
- b. The "Contract County Per Diem Rate" for the term of January 1, 2023, through December 31, 2023, shall be five hundred seventy-six dollars and eighty cents (\$576.80). Annual payment for this term shall not exceed one million two hundred sixty-three thousand one hundred ninety-two dollars and zero cents (\$1,263,192.00).
- c. The "Contract County Per Diem Rate" for the term of January 1, 2024, through December 31, 2024, shall be five hundred ninety-four dollars and 10

- cents (\$594.10). Annual payment for this term shall not exceed one million three hundred one thousand eighty-eight dollars and zero cents (\$1,301,088.00).
- d. The "Contract County Per Diem rate" for the term of January 1, 2025, through December 31, 2025, shall be six hundred eleven dollars and ninety-three cents (\$611.93). Annual payment for this term shall not exceed one million three hundred forty thousand one hundred twenty dollars and zero cents (\$1,340,120.00).
 - e. The County agrees to pay the Contract County Per Diem Rates for six (6) reserved beds for the term of this Agreement ("Reserved Beds"). The total cost for the Reserved Beds shall not exceed three million nine hundred four thousand four hundred dollars (\$3,904,400.00) for the term of this agreement.
 - f. If the County needs more than its Reserved Beds for a particular day, and said beds are available, this "Excess Utilization" shall be billed to the County at a daily rate in accordance with the agreed upon annual reserved bed rates per additional bed per day for each calendar day in which the County's need exceeds the Reserved Beds. The "Excess Utilization" cost is in addition to the payment for Reserved Beds.
2. For Liaison services provided under this Agreement, the County shall reimburse the Contractor upon submission of monthly expenses, as outlined in Contractor Budget attached hereunto as Exhibit A, upon submission of a County Voucher and document to support line-item expenses requested reimbursement to allow the County and the Department to determine if a fiscal penalty is to be assessed. Total reimbursement is passed on actual expense.
- a. Annual payment will not exceed (\$154,944.00) one hundred fifty-four thousand nine hundred forty-four dollars for the term of January 1, 2023, through December 31, 2023.
 - b. Annual payment will not exceed (\$159,592.00) one hundred fifty-nine thousand five hundred ninety-two dollars for the term January 1, 2024, through December 31, 2024.
 - c. Annual payment will not exceed (\$164,380.00) one hundred sixty-four thousand three hundred eighty dollars for the term January 1, 2025, through December 31, 2025.
 - d. Total payments will not exceed (\$478,916.00) four hundred seventy-eight thousand nine hundred sixteen dollars for the Liaison services for the duration

of this Agreement.

- e. The County shall reimburse the Contractor for Liaison and NSD program services on a monthly basis upon submission of a County voucher with all necessary supporting documentation attached showing actual expenses.

V. SPECIAL CIRCUMSTANCES

1. In the event that another county needs to use one of the Reserved Beds on a day that the County does not, the other county shall be financially responsible for that bed and the County's bill shall be reduced to reflect such usage.
2. The County's need for the Reserved Beds shall take priority over another county's "Excess Utilization." Therefore, if the County needs a Reserved Bed that is being used by another county's youth, the Contractor shall make alternate arrangements for that youth so the County may use the Reserved Bed.

VI. PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed 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.
2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with all applicable Federal, State, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. 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 prior written authorization of the County.
4. The Contractor agrees to comply with the terms and conditions as set forth APPENDIX A entitled "NEW YORK STATE CONDITIONS" and APPENDIX B entitled "STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS PERSONNEL" both appendices attached as EXHIBIT B and made a

VII. INDEPENDENT CONTRACTOR STATUS

1. The Parties agree 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 shall conduct themselves in accordance with such status, and that they shall neither hold themselves out as, nor 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. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
3. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
4. The Contractor shall be solely responsible for all applicable taxes for all compensation paid to the Contractor and its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's 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).

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted doing 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 \$2,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or

a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

- ii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
 - iii. Abuse and Molestation coverage shall be included.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- i. Coverage for review of cases and resulting professional assessment.
 - ii. Coverage for Abuse and Molestation.
- c. Business Automobile Liability (BAL)
- i. BAL coverage with limits of at least \$1,000,000 each accident.
 - ii. BAL 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 insured 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 shall 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 insureds.

e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

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

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

4. Indemnification: The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission, or commission by the Contractor, its officers or employees with respect to this Agreement and any of the terms thereof. The liability of the Contractor under this Agreement is absolute and not dependent upon any question of negligence on its part.

VIX. TERMINATION OF AGREEMENT

This Agreement may be terminated with a thirty (30) day written notice by either party.

X. MISCELLANEOUS PROVISIONS

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

2. 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.

XI. 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.

XII. ENTIRE AGREEMENT

1. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

2. 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, Appendix A (New York State Conditions), Appendix B (Standard Clauses for all Oneida County Department of Social Services Contracts), the Standard Oneida County Conditions Addendum, and Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

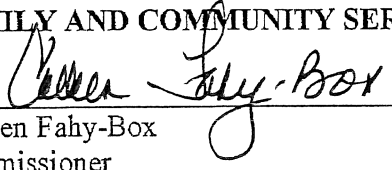
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first below written.

ONEIDA COUNTY

Anthony J. Picente, Jr.
County Executive

Date: _____

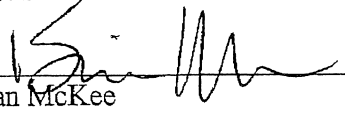
**ONEIDA COUNTY DEPARTMENT OF
FAMILY AND COMMUNITY SERVICES**



Colleen Fahy-Box
Commissioner

Date: 11/29/23

HOUSE OF THE GOOD SHEPHERD



Brian McKee
Chief Executive Officer

Date: 11/29/23

Approved: _____

Robert R. Reittinger
Assistant County Attorney

House of the Good Shepherd
NSD Budget

| 1/1/23 - 12/31/23 | | | | |
|--------------------------------|--------|---------|-----------|----------------------------|
| Income | Beds | Days | Rate | Total Revenue |
| Oneida County | 6.00 | 365.00 | \$ 576.80 | 1,263,192 |
| Budgeted Revenue | | | | <u>1,263,192</u> |
| Expenses | | | | |
| Salaries | | 768,547 | | |
| Fringe | | 153,709 | | |
| Food | 34,000 | | | |
| Clothing and Travel | 1,532 | | | |
| Cleaning | 13,130 | | | |
| Childcare | 7,200 | | | |
| Subtotal - Program Expenses | | 55,862 | | |
| Office Expenses | | 50,325 | | |
| Medical/Pharmacy | | 4,354 | | |
| Property and Facility Expenses | | 57,900 | | |
| Depreciation/Interest | | 25,250 | | |
| Admin & OH | | 147,244 | | |
| Total NSD Expense Budget | | | | <u>1,263,192</u> |
| | | | | <u>Budgeted Net Income</u> |
| | | | | <u>0</u> |

Cxhibit A

| 1/1/24 - 12/31/24 | | | | |
|--------------------------------|--------|---------|-----------|--------------------------------|
| Income | Beds | Days | Rate | Total Revenue |
| Oneida County | 6.00 | 365.00 | \$ 594.10 | 1,301,088 |
| Budgeted Revenue | | | | <u>1,301,088</u> |
| Expenses | | | | |
| Salaries | | 795,446 | | |
| Fringe | | 159,089 | | |
| Food | 35,010 | | | |
| Clothing and Travel | 1,532 | | | |
| Cleaning | 13,130 | | | |
| Childcare | 7,200 | | | |
| Subtotal - Program Expenses | | 56,872 | | |
| Office Expenses | | 50,325 | | |
| Medical/Pharmacy | | 4,354 | | |
| Property and Facility Expenses | | 58,000 | | |
| Depreciation/Interest | | 25,250 | | |
| Admin & OH | | 151,752 | | |
| Total NSD Expense Budget | | | | <u>1,301,088</u> |
| | | | | <u>Budgeted Net Income (0)</u> |

C x h i d i + A

| 1/1/25 - 12/31/25 | | | | |
|--------------------------------|-------------|-------------|-------------|----------------------------|
| Income | | | | |
| | Beds | Days | Rate | Total Revenue |
| Oneida County | 6.00 | 365.00 | \$ 611.93 | 1,340,120 |
| Budgeted Revenue | | | | <u>1,340,120</u> |
| Expenses | | | | |
| Salaries | | 823,287 | | |
| Fringe | | 164,657 | | |
| Food | 35,990 | | | |
| Clothing and Travel | 1,532 | | | |
| Cleaning | 13,130 | | | |
| Childcare | 7,200 | | | |
| Subtotal - Program Expenses | | 57,852 | | |
| Office Expenses | | 50,325 | | |
| Medical/Pharmacy | | 4,354 | | |
| Property and Facility Expenses | | 58,000 | | |
| Depreciation/Interest | | 25,250 | | |
| Admin & OH | | 156,395 | | |
| Total NSD Expense Budget | | | | <u>1,340,120</u> |
| | | | | <u>Budgeted Net Income</u> |
| | | | | 0 |

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY 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/we_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the Statewide 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 agree 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 NYSDDS 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 Family and
Community Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;
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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames 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.

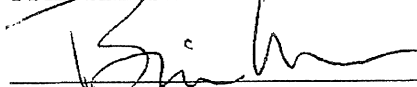
This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, 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.

House of the Good Shepherd
NAME OF CONTRACTED AGENCY

Brian McKee, President + CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

11/29/23
DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of House of the Good Shepherd, (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:

Brian McKee

Signature:

Brian McKee

Title:

President & CEO

Date:

11/29/23

Witness:

Jody J. Kehl

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 29th day of November, 2023 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:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 11. 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.
 111. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or 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;

11. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an 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.

11. 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:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
11. 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:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 111. 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:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
11. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 1v. 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;
- v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- v111. 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:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

11. 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

111. 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 I09 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 I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 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:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. 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:

1. Upon all real property owned or leased by the County of Oneida;
and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044**

November 29, 2023

FN 20 23-392

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Amendment to the Purchase of Services Agreement between Oneida County Department of Family and Community Services and the City of Rome through its Police Department for review and approval by the Board of Legislators.

Pursuant to a newly negotiated collective bargaining agreement, this Amendment increases the Purchase of Services Agreement in the amount of \$5,039.00 and is scheduled to become effective January 1, 2023 through December 31, 2024. The total cost is \$283,236.15, of which the Rome Police Department contributes \$56,649.15 and the Department of Family and Community Services contributes \$226,587.00, with a local share of \$113,293.50.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
Attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive
Date 11-30-23



Oneida Co. Department: Family and Community Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: City of Rome
198 North Washington Street
Rome, New York 13440

Title of Activity or Service: Law Enforcement Coordinator for Child Advocacy Center

Proposed Dates of Operation: January 1, 2023 through December 31, 2024
(Amendment to Original Agreement)

Client Population/Number to be Served: Child abuse victims

Summary Statements:

- 1) **Narrative Description of Proposed Services:** The City of Rome, through its Police Department, assigns one police officer to serve as the Law Enforcement Coordinator (LEC) on a multidisciplinary team (MDT) at the Child Advocacy Center.
- 2) **Program/Service Objectives and Outcomes:** The LEC acts as a liaison between the Department, Rome PD, CAC, District Attorney, and other MDT personnel.
- 3) **Program Design and Staffing:** Rome PD provides one full-time LEC who works on a MDT consisting of one full-time LEC provided by the Utica Police, two part-time LEC's provided by the Oneida County Sheriff's Office, and one Child Advocacy Administrator from the Sheriff's Office.

Total Funding Requested: \$226,587.00

Account # A6011.49537

Oneida County Dept. Funding Recommendation: \$226,587.00 00 (originally: \$221,548.00)

Proposed Funding Sources (Federal \$/ State \$/County \$):

| | | |
|-------------------|----------------------------|----------------------------|
| Federal: 0% (\$0) | State: 50% (\$113,293.50) | County: 50% (\$113,293.50) |
| | [originally: \$110,774.00] | [originally: \$110,774.00] |

Past Performance Data: The Department has contracted with the City of Rome in connection with the Child Advocacy Center since 1990. The City of Rome has taken on 20% of the total cost since 2008.

O.C. Department Staff Comments: This Amendment reflects 80% of increased salaries set forth in a newly negotiated/applicable collective bargaining agreement. The total increase in cost to the County over the two-year contract term is \$5,039.00, i.e., \$221,584.00 (original total) to \$226,587.00 (amended total). The NYS Office of Children and Family Services will fund \$113,293.00, which is one half of the amended total.

AMENDMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Family and Community Services, both having their principal offices located at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (collectively, the “County”), and the City of Rome, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 198 North Washington Street, Rome, New York 13440 (the “Contractor”).

WITNESSETH:

WHEREAS, the Parties entered into County Contract No. 167638 (“Original Agreement”) for an effective term of January 1, 2023 through December 31, 2024, pursuant to which the Contractor provides the County with one full-time police officer to act as a Law Enforcement Coordinator (“LEC”) assigned to the County’s Child Advocacy Center (a copy of the Original Agreement is annexed hereto as Exhibit “A”);

WHEREAS, Section VII(7) (Reimbursement) of the Original Agreement mandates that (i) the applicable rate of pay and fringe benefits (“costs”) for the LEC shall comply with the amounts set forth in the current collective bargaining agreement (“CBA”) between the Police Benevolent Association and the Contractor, and (ii) in the event a newly negotiated CBA increases the costs of the LEC to the Contractor, the Parties shall amend the Original Agreement to reflect the increased costs, with the County agreeing to pay the Contractor eighty percent (80%) of the total of the increased costs;

WHEREAS, a new CBA was entered for a term a term of January 1, 2023 through December 31, 2025, which increased the costs of the LEC to the Contractor (a copy of the new CBA is annexed hereto as Exhibit “B”); and

WHEREAS, as a result of the new CBA, the cost to the County under the Original Agreement has increased by a total of \$5,039.00 (i.e., 80% of the increased costs), such that the original Agreement must be amended to reflect these increased costs;

NOW THEREFORE, it is mutually agreed between the Contractor and the County as follows:

- I. This Amendment shall commence on January 1, 2023 through December 31, 2024.
- II. Section VII(2) of the Original Agreement shall be amended, in pertinent part, to read and as follows:

Reimbursement shall not exceed \$110,792.41 for 2023. The remaining cost of the LEC shall be the sole responsibility of the Contractor.

- Annual Salary: \$ 90,388.00
- Fringe Benefits: \$ 31,102.51

- Overtime: \$ 12,000.00
- Gasoline: \$ 5,000.00
- Total Cost \$ 138,490.51
- County 80% \$ 110,792.41

III. Section VII(3) Reimbursement of the Original Agreement shall be amended, in pertinent part, to read as follows:

Reimbursement shall not exceed \$112,998.00 for 2024. The remaining cost of the LEC shall be the sole responsibility of the Contractor.

- Annual Salary: \$ 93,552.00
- Fringe Benefits: \$ 32,191.24
- Overtime: \$ 13,000.00
- Gasoline: \$ 6,000.00
- Total Cost \$ 144,743.24
- County 80% \$ 115,794.59

IV. Section VII(4) Reimbursement of the Original Agreement shall be amended to read, in full, as follows:

The total cost to the County for the duration of this Agreement shall not exceed \$226,587.00.

V. All other terms of the Original Agreement shall remain in full force and effect without change or alteration.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

Oneida County

By: _____
Anthony J. Picente, Jr., County Executive

Date

Department of Family and Community Services

By: Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

11/29/23
Date

City of Rome

By: _____
Jacqueline M. Izzo, Mayor

Date

Approved:

By: _____
Christopher J. Kalil
Assistant County Attorney

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Family and Community Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the “Department,” the Department and Oneida County together shall be collectively referred to as the “County”), and the City of Rome, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as the “Contractor”). All parties to the Agreement shall collectively be known as the “Parties.”

WHEREAS, the County has the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

WHEREAS, the County has received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the County is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Rome Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, the Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2023 through December 31, 2024.
2. The option to renew this Agreement under the same terms and conditions herein is at the sole discretion of the County, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely to the CAC for forty (40) hours per week.
2. The LEC shall facilitate and assist the CAC in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.

3. The LEC shall be the liaison between the CAC, the Rome Police Department, the Department and the District Attorney's Office (DA) in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall do the following:
 - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
 - i. Be the contact person for law enforcement agencies with questions about proper procedure in MDT cases;
 - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
 - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
 - B. Act as a liaison between the CAC, the DA, the Department, and various law enforcement agencies in matters relating to MDT cases:
 - i. Develop and maintain professional working relationships with all County agencies;
 - ii. Confer with police agencies about the status of criminal investigations of MDT child abuse cases;
 - iii. Confer with the DA regarding the status of MDT case prosecutions; and
 - iv. Work with partner agencies to resolve issues involving the criminal aspect of MDT child abuse cases.
 - C. Keep current on issues relevant to the LEC position and take part in training opportunities when able, at the Contractor's discretion.
 - D. Work collaboratively with other CAC staff and MDT members.
 - E. Compile and keep current a list of contact information for local police agencies and team members.

- F. Perform all duties with sensitivity to the confidential nature of MDT child abuse cases.
- G. The Contractor agrees that the police officer assigned to the role of LEC as part of the CAC, shall:
 - i. Investigate allegations of the sexual abuse of children;
 - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Rome Police Department Manual;
 - iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
 - iv. Gather and process evidence on cases assigned to LEC;
 - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
 - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill the duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
 - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement, as deemed appropriate by the Contractor.

III. PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed and has the qualifications, the specialized skills, 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 the same.
2. The Contractor acknowledges and agrees that it has 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.

IV. INDEPENDENT CONTRACTOR STATUS

1. The Parties agree that the relationship of the Contractor and the LEC to the County shall be that of Independent Contractors. Neither the Contractor nor the LEC shall be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits.

2. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the LEC under this Agreement, and for compliance with all applicable labor and employment requirements, 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.
3. The Contractor shall indemnify and hold the County harmless from all loss or liability, if any, incurred by the County resulting from the County not making such payments or withholdings.
4. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, both Parties 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.
5. The Contractor 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.

V. EXPENSES

The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and the County will not reimburse the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

1. The Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings that permit an LEC to work in the CAC. The County will pay for those specialized trainings, as allowable under the CAC grant.
2. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

VII. REIMBURSEMENT

1. The County shall reimburse the Contractor each month upon submission of a County voucher and data to verify the claimed expenditures. The Contractor shall attach certified copies of the assigned LEC's official time sheets to said vouchers. The Contractor shall also provide any other documentation required by the County to show the actual cost incurred.
2. The County shall reimburse the Contractor eighty percent (80%) of the cost for the services of the LEC in 2023 as detailed below. Reimbursement shall not exceed \$108,550.00 for 2023.

The remaining cost of the LEC shall be the sole responsibility of the Contractor.

- Annual Salary: \$ 88,302
- Fringe Benefits: \$ 30,385
- Overtime: \$ 12,000
- Gasoline: \$ 5,000
- Total Cost \$ 135,687
- County 80% \$ 108,550

3. The County shall reimburse the Contractor eighty percent (80%) of the cost for the services of the LEC in 2024 as detailed below. Reimbursement shall not exceed \$112,998.00 for 2024. The remaining cost of the LEC shall be the sole responsibility of the Contractor.

- Annual Salary: \$ 90,951
- Fringe Benefits: \$ 31,296
- Overtime: \$ 13,000
- Gasoline: \$ 6,000
- Total Cost \$ 141,247
- County 80% \$ 112,998

4. The total cost to the County for the duration of this Agreement shall not exceed \$221,548.00.
5. The County will not reimburse the Contractor for any time the LEC spends on matters not included in this Agreement without the prior approval of the CAC Administrator.
6. Any expenses or financial obligations made by the LEC without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor.
7. Rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that a newly negotiated PBA Agreement increases the actual cost of the LEC to the Contractor, the Contractor shall submit a copy of the newly applicable PBA Agreement to the County, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the Parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor eighty percent (80%) of the new cost.

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
- i. CGL coverage shall be written in 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 all 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 and deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for additional insureds shall include completed operations.

B. Business Automobile Liability (BAL)

- i. BAL with limits of at least \$1,000,000 each accident.
- ii. BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. The County shall be included as an additional insured on the BAL policy. Coverage for additional insured shall be on a primary and non-contributing basis.

C. Professional Law Enforcement Liability Insurance amounting to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

D. Commercial Umbrella

- i. Umbrella limits must be at least \$1,000,000.
- ii. Umbrella coverage must include as additional insured all entities that are included as additional insured 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 insureds.

E. Workers' Compensation and Employer's Liability;

- i. Statutory limits apply.
2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Law Enforcement Liability or Workers' Compensation maintained in accordance with this section.
 3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a

copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the County.

4. Indemnification: The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor, or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.

IX. RECORDS

At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Contractor shall provide all authorized representatives of the County, the Department, and the State or Federal government with full access to all records relating to the Contractor's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

X. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

XI. TRANSFER OF AGREEMENT

Neither the Contractor nor the County shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

XII. MISCELLANEOUS

1. The Parties agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement.
2. No representations or promises shall be binding on the Parties to this Agreement except those representations and promises contained herein or in some future writing signed by the Parties making such representations or promises.
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms shall remain in full force and effect.
4. The Parties do hereby agree to the full performance of the covenants contained herein for

themselves and their successors and assigns.

5. The terms of this Agreement, including any attachments, amendments, addendums or appendices 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.
6. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.


XIII. ADVICE OF COUNSEL

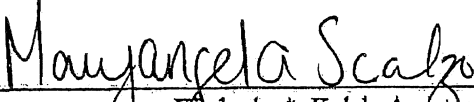
The Parties acknowledge that, in executing this Agreement, each party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

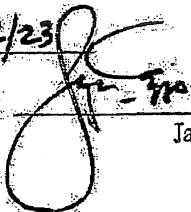
Date: 7/31/23

Oneida County: 
Anthony I. Picente, Jr., Oneida County Executive

Approved: 
~~Kimberly A. Kelch, Assistant County Attorney~~
Maryangela Scalzo

Date: 6-1-23

Oneida County Department of Family and Community Services: 
Colleen Fahy-Box, Commissioner of Social Services

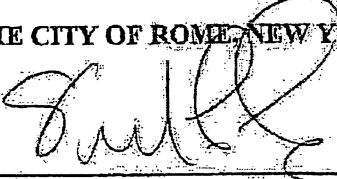
Date: 5/22/23


APPROVED MAY 22 2023 

City of Rome: _____
Jacqueline M. Izzo, Mayor

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER, I HEREBY CERTIFY THAT THE CITY OFFICER WHO ENACTED THE SUBJECT CONTRACT ON BEHALF OF THE CITY OF ROME HAD AUTHORITY AND POWER TO SO ACT AND THAT SUCH CONTRACT IS IN PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK


GERARD F. FEENEY
CORPORATION COUNSEL

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement, the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period often (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/we_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 Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any 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 agree 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 Community
and Family Services Contract Administration
Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;
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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames 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.

City of Rome

NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

5/30/2022
DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

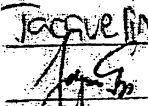
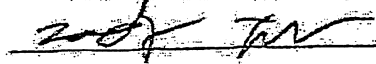
I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Jacqueline M. Tzzo
Signature: 
Title: MAYOR
Date: 5/31/2023
Witness: 

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement, the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement, then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/we_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 Statewide 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 agree 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 NYS DSS 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 Community
and Family Services Contract Administration
Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;
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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames 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.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

AGREEMENT

BETWEEN THE

ROME PHILIP S. MCDONALD POLICE BENEVOLENT
ASSOCIATION, INC.

AND

THE CITY OF ROME, NEW YORK

EFFECTIVE

JANUARY 1, 2023 - DECEMBER 31, 2025

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ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this 7th day of July, 2023, by and between the City of Rome, New York, hereinafter referred to as the City, and the Philip S. McDonald Police Benevolent Association, Inc., hereinafter referred to as the Association.

W I T N E S S E T H :

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales, and standards and conditions of employment, and to provide for collective bargaining, and arbitration of grievances and disputes, all in accordance with the Public Employee's Fair Employment Act of 1967 and amendments thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the Association acting through their duly authorized representatives hereby agree as follows:

ARTICLE I – RECOGNITION AND RIGHTS

The City recognizes the Association as the exclusive collective negotiating agent for all Police Officers of the Rome Police Department, and all other employees of the Rome Police Department that perform bargaining unit work. The Association shall represent the included Police Officers of the Police Department in negotiations and settlement of all grievances. The Association is entitled to membership dues deductions, and to representation status.

ARTICLE II – NO STRIKE

The Association agrees that it will not call, sanction nor encourage in any way, strikes, slowdowns, or any other kind of job action which is designed to impede normal efficient operation of the Police Department; nor shall the Association cause, instigate, encourage or condone any such actions.

ARTICLE III – UNION BUSINESS

SECTION 1. The City agrees to permit three (3) Stewards and one (1) alternate, selected by the Association, to represent employees in all matters relating to grievances and contract implementation. during

their normal working hours, without loss of pay. Any such Steward may leave his/her post to which he/she is assigned, to represent and confer with the employee involved and the employer representative. The time allowed for such representation shall be reasonable in length to facilitate the proper conduct of the Association business which is at issue, and at a time when the Steward can be relieved from his/her post without interruption of normal police functions.

SECTION 2. Four (4) members of the Executive Board of the employee group shall be granted time off to attend regular and special meetings of the employee group, with no loss of time or wages. These four (4) members shall be the President, Vice President, Recording Secretary and the Sergeant at Arms. The Sergeant at Arms shall be allowed time off to attend regular meetings only when he/she can be relieved from his/her post without interruption of normal police functions as determined by the commanding officer. In any event, all members of the Executive Board above mentioned shall be subject to call during their regular and special meetings if in the opinion of the commanding officer an emergency requires the services of said officers.

SECTION 3. No less than four (4) employees shall be excused from duty for the purpose of representing the employee organization as a Color Guard Squad in any local parade or gathering. Such time shall not result in loss of time or wages to the employee. No more than two (2) officers will be released from any one shift at one time to participate.

SECTION 4. A total of five (5) delegates may attend the State Convention for a total of One Hundred Sixty (160) hours, without the loss of time or wages. In addition, the President of the Police Association will be granted an additional twenty (20) days or One Hundred Sixty (160) hours, for the purpose of conducting Police Association business. The Vice President shall act in lieu of the President on no more than three (3) days or twenty-four (24) hours of the total twenty (20) days allocated to the President for the conducting of Association business.

SECTION 5. The Association may designate up to five (5) delegates to represent it in negotiations with the City, and these delegates shall serve without loss of pay or time off that would normally accrue to them under the terms of this contract. These delegates will be released from duty if necessary for the purpose of attending negotiation sessions, and shall not be denied this right except in the time of an emergency.

SECTION 6. The PBA President, provided he/she is a patrolman, is to be assigned to the 8:00 a.m. to 4:00 p.m. shift.

ARTICLE IV – MANAGEMENT RESPONSIBILITIES

SECTION 1. The normal functions of management and the direction of working forces including, but not limited to:

- (A) The hiring of employees;
- (B) Suspending, discharging, or otherwise disciplining of employees;
- (C) Establishing reasonable rules and regulations;
- (D) The assigning of personnel and scheduling of work;
- (E) The determination of methods and means of operation;
- and
- (F) The control and regulation and use of all equipment,
- are exclusive functions of the City.

Provided, however, that in the exercise of such functions the City shall and will observe the provisions of this AGREEMENT and applicable STATE AND LOCAL LAWS.

SECTION 2. If any added changes in work duties or classifications occur other than the CIVIL SERVICE classification description, THE ASSOCIATION shall have the right to negotiate said changes.

ARTICLE V – SALARIES FOR FULL TIME OFFICERS (See schedule A, attached)

- | | |
|--|---|
| Effective January 1, 2023: Exhibit A; | salaries of all full time officers shall be as set forth in the |
| Effective January 1, 2024: annual salary; | all officers shall receive a 3.5% general increase in their |
| Effective January 1, 2025: annual salary. | all officers shall receive a 3.5% general increase in their |

Retroactivity shall be paid as soon as possible, but not later than the end of the first full pay period following execution of the successor signed agreement.

Effective January 1, 2023, part-time police officers employed by the Rome Police Department shall be compensated at a rate of twenty dollars (\$22.00) per hour worked.

ARTICLE VI – SHIFT DIFFERENTIAL

Section 1. Effective January 1, 1986, a premium shall be paid to officers working the second and third shifts as follows:

- (a) Effective on and retroactive to January 1, 2018, officers required to work the second-shift shall receive a shift premium of seventy cents (\$0.70) per hour. For the purpose of this section, a second shift is defined as a regularly scheduled work assignment which starts on or after 4:00 p.m. but prior to 12:00 a.m.
- (b) Effective on and retroactive to January 1, 2018, officers required to work the third-shift shall receive a shift premium of eighty five cents (\$0.85) per hour. For the purpose of this section, a third shift is defined as a regularly scheduled work assignment, which starts on or after 12:00 a.m. but prior to 8:00 a.m.

SECTION 2. Shift premium will only be paid for hours actually worked. Paid leave is not considered hours worked.

SECTION 3. Officers shall be paid their cumulative shift premium on a quarterly basis.

SECTION 4. In the event an officer overlaps onto another designated shift he/she shall be compensated at the designated rate of said shift.

SECTION 5. In exchange for all members of the bargaining unit reporting an additional fifteen (15) minutes before the start of their shift, the City shall pay each officer an annual fee of two hundred fifty dollars (\$250.00) in 1991. This fee shall increase to two hundred seventy-five dollars (\$275.00) in 1992. Said stipend shall be paid annually at the same time longevity is paid, subject to pro-ration.

ARTICLE VII – LONGEVITY

Effective January 1, 2018, each eligible officer shall be entitled to receive longevity pay as follows:

| | |
|---------------------------|---|
| After five (5) years: | Nine hundred fifty dollars (\$950.00) |
| After ten (10) years: | One thousand one hundred and fifty dollars (\$1,150.00) |
| After fifteen (15) years: | One Thousand three hundred (\$1,300.00) |
| After twenty (20) years: | One thousand five hundred dollars (\$1,500.00) |

Entitlement to said longevity is to be computed as of the anniversary date of the appointment and within the contract year. Such payment shall be made in a lump sum on or about the 15th of December of each year. If any employee voluntarily leaves the City employment during the year, he/she will receive a pro-rata share of longevity for that year. Pro-rata will be made by quarters.

In the event of retirement, or death, longevity shall be paid in full (without proration) to the retiring officer in the year of retirement (or in the case of death, to the decedent's estate) in the year of death.

ARTICLE VIII – HOSPITALIZATION

A) With respect to all employees hired prior to January 1, 1986, the City agrees to continue to pay the full cost of a hospitalization program covering the officer and his/her spouse and dependents under the Blue Cross-Ultra Blue 17 Program. The City agrees to maintain the current hospitalization program for retirees, to wit: The City to pay full cost of hospitalization program covering the retiree and his/her spouse and dependents under the Blue Cross-Ultra Blue 17 Program; however, upon the death of the retiree, the retiree's spouse may maintain said hospitalization program for himself/herself and for the retiree's dependents only upon payment of the full cost therefore, and only so long as same is permitted by the insurer. All employees hired on or after January 1, 1986, shall be obligated to pay twenty five percent (25%) of the cost of the hospitalization premium.

B) The employer will provide, at no cost to the retiree, (providing however, that any member permanently hired after December 31, 1985, and who then after retires, shall contribute twenty five percent [25%] of the cost of the health plan) a single contract, with or without dependents and a family contract providing full medical surgical benefits under Blue Cross/Blue Shield Ultra Blue 17, and Major Medical expense program supplemental to Blue Cross and Blue Shield. Also optional, Vision endorsement and Dental endorsement. Under the Dental endorsement there will be a cap of one thousand two hundred and fifty dollars (\$1,250.00). The benefits are to be paid out during a contract year per employee and per each dependent of said employee.

(C) Retiree's Hospitalization:

1). For active full time officers presently employed by the City of Rome Police Department as of July 31, 2004, at the request of the retiring officer, the City shall pay one hundred percent (100%) hospitalization

for himself herself and his her dependents at benefit levels in effect for active employees until the retiring officer reaches the age of Medicare eligibility, at which time said contribution rate would revert back to an employee contribution of twenty five percent (25%), upon the following conditions.

- a. The officer must have been employed as a full time police officer in good standing with the Rome Police Department as of July 31, 2004; and
- b. The officer must have the requisite number of sick days as outlined herein below standing to his/her credit at the time of retirement; and
- c. The officer must provide an affidavit or other approved form verifying that the spouse and/or dependent(s) of said employee does not have equal or greater health coverage available, at no premium cost to the spouse and/or dependent(s); and
- d. The officer is only eligible for said benefit if he/she retires in their twenty-first (21st) or more anniversary year of employment.
- e. Lateral transfers will receive credit for up to ten (10) years of service with a prior department when calculating the required twenty (20) years of service for retiree health insurance.

2). For purposes of this Section "Retirement" shall be defined as follows:

- a. The voluntary separation from service by a full time police officer, at a time when said employee has completed at least twenty (20) years of service with the City of Rome Police Department; or
- b. The involuntary separation from service of an employee as a result of said employee having been awarded either accidental disability retirement or performance of duty disability retirement by the New York State Retirement system, regardless of length of service; or
- c. Death of an employee or retiree (who was an active full time officer with the City of Rome Police Department as of July 31, 2004), who at the time of death had completed at least twenty (20) years of service with the City of Rome Police Department. If said deceased employee or deceased retiree dies before Medicare eligibility, the City shall pay one hundred percent (100%) hospitalization coverage as herein stated to his/her spouse and/or dependents until such time period as the deceased employee or retiree would have Medicare eligibility, provided that an affidavit or other approved form is submitted verifying that the spouse and/or

dependent(s) of said deceased employee or retiree does not have equal or greater health coverage available, at no premium cost to the spouse and/or dependent(s).

3). In order to obligate the City to the benefit provided in this section, officers must have at least one hundred (100) days of accumulated sick leave standing to their credit on the date of retirement.

4). For purposes of determining eligibility for the benefit provided in this section for individuals who have been determined by the catastrophic illness committee to be eligible for catastrophic illness compensation for officers with less than twenty (20) years of service at the time of the utilization of catastrophic illness sick leave, the following general rules will apply:

a. If the officer elects to retire after rendering twenty (20) years of service but before rendering twenty one (21) years of service and had fifty percent (50%) of the sick leave earned by him/her during his/her career with the department standing to his/her credit at the time a catastrophic illness occurred and the officer was subsequently awarded catastrophic compensation from the catastrophic sick leave bank, then the amount of sick leave time that the officer had standing to his/her credit at the time of the catastrophic illness will be deemed to be the amount he/she has standing to his/her credit at the time of his/her retirement.

For active full time officers presently employed by the City of Rome Police Department as of July 31, 2004, but hired prior to January 1, 1986, who are currently receiving one hundred percent (100%) hospitalization benefits pursuant to this section, will continue to have such coverage regardless of their year of retirement.

Any full time officer hired after July 31, 2004, shall be entitled to those hospitalization benefits in effect prior to the ratification of the 2003 – 2005 agreement, unless otherwise agreed to.

D) The City will pay in a single payment on the first pay day of December of each year of the contract period a lump-sum payment to any active employee who would qualify for coverage under the City Health Insurance Plan, providing that the employee does not join the Plan, or if previously covered, has terminated coverage for the period of eleven (11) months prior to December of any year. The lump-sum payment will reflect the type of coverage the employee has opted to waive; individual or dependent/family. Waivers must be signed during the open enrollment period, during which period any employee who has previously waived coverage may re-enroll.

Lump-Sum Payment Schedule: Individual Single - One Thousand dollars (\$1,000.00)
Dependent Family - Two Thousand dollars (\$2,000.00)

Employees who opt to join/rejoin the insurance program having opted out of it for five (5) years or longer shall return at the then existing rate of contribution. To qualify for insurance benefits at time of retirement, an employee must be part of the City's insurance program for a minimum of three (3) years or more in succession immediately prior to their date of retirement. This provision shall not apply to individuals whose spouse is an employee of the City of Rome.

- E) The City may propose a change in health insurance carriers, so long as the new carriers offer all the benefits now being provided at the same level or better and so long as the current deductible and co-payment remain the same. The Association will review the proposed change in health insurance carriers, and will submit a decision in writing within thirty (30) days as to whether or not it will consent to the change. If the Association does not consent to the proposed change, the parties will immediately declare an impasse and will submit the proposed change in health insurance carriers to expedited interest arbitration.

- F) For all employees hired after January 1, 2001, the employee will contribute twenty percent (20%) of all covered medical expenses subject to a coinsurance provision which are incurred during each calendar year, up to a yearly maximum of two thousand dollars (\$2,000.00) of covered medical expenses, or four hundred dollars (\$400.00) of out-of-pocket coinsurance payments. After the yearly maximum is met, the employer will pay one hundred percent (100%) of the covered medical costs for the remainder of the calendar year. Employees hired after January 1, 2001, will not be entitled to a lifetime coinsurance maximum.

- G) Commensurate with the effective date of the instant 2006/2007 agreement [which shall be the date the last party executes said agreement], it is understood and agreed that all of the parties respective rights and obligations set forth in paragraphs A through F above [to wit, Article VIII of the January 1, 2003 through December 31, 2005 CBA] shall continue in full force and effect, except as modified by paragraphs (1 through 8) below:

- (1) Article VIII (A through F above) of the January 1, 2003 through December 31, 2005 CBA identifies those Health Insurance Plans Programs and Riders that the City must provide to its active officers and retirees. For ease of reading, said Plans, Programs and Riders will be referred to as the City's "Traditional Indemnity Plan".
- (2) For all employees on the payroll as of December 31, 2006, it is understood and agreed that all of their respective rights and obligations presently in effect as set forth in Article VIII (A through F) of the January 1, 2003 through December 31, 2005 CBA (including, but not limited to their rate of premium contribution, co-pays, levels of coverage and levels of benefits of the Traditional Indemnity Plan set forth therein), shall remain the same and continue to be made available to said employees.
- (3) However, the above-referenced Traditional Indemnity Plan will be "closed" and not available to any employee hired on or after January 1, 2007. Consequently, all employees hired on or after January 1, 2007, shall be covered instead by the below referenced Preferred Provider Organization ("PPO") Plan, at the coverage and benefit levels and co-pay amounts associated with the Blue Cross/Blue Shield PPO -- Option J Health Plan, as attached hereto, hereinafter as the "City PPO Plan", for which the employee shall contribute twenty-five per centum (25%) of the City PPO Plan's premium costs.
- (4) Employees who choose to opt-out of their current Traditional Plan coverage and enter the PPO plan within thirty (30) days of the full execution of this agreement shall receive a one-time cash incentive of two thousand five hundred dollars (\$2,500.00) for single/individual coverage and five thousand dollars (\$5,000.00) for dependent/family coverage. Employees who choose to avail themselves of this incentive will receive one half of said incentive in the second pay period in November of 2018, and the balance of said incentive in the first pay period of January 2019. The amount the employee receives shall be based on the plan that they opt-out of. Once an employee opts-out, he or she may not go back into the traditional plan.
- (5) Active employees who are covered by the Traditional Indemnity Plan will be entitled, upon retirement, to carry said Plan into retirement. Active employees who are covered by the PPO, must, upon retirement, remain in the PPO throughout retirement.
- (6) Regardless of whether an employee is in the Traditional Indemnity Plan or the City PPO Plan, prescription drugs may be purchased utilizing "Cana-Rx" services.
- (7) Subject to the conditions set forth at Article VIII(C)(1)(a)-(d) of the 2003-2005 CBA, any employee who retires after completing twenty (20) years of service, shall also be paid \$40.00 for each day of sick-time he/she has remaining after deducting and donating one hundred (100) sick

days to the catastrophic illness sick bank consistent with Article VIII(C), up to a maximum of Six Thousand Five Hundred Dollars (\$6,500.00).

- (8) In order to attain the requisite number of years of services to receive the incentive set forth herein at Article VIII(G)(7), an employee may, at his/her sole discretion, use some or all military service credit time and as he/she may otherwise be entitled to pursuant to the terms of the New York State Retirement and Social Security Law, Article 20. In the event the employee utilizes military time to qualify for the incentive, his/her respective retirement will be considered "voluntary" for purposes of Article VIII of this agreement.
- (9) It is understood and agreed that, effective January 1, 2018, members enrolled in the PPO plan shall pay a co-pay of thirty dollars (\$30.00) for each urgent care visit, specialist visit and outpatient surgery procedure.

ARTICLE IX – LIFE INSURANCE

The City shall at its own cost and expense provide, pay for and implement the PCNY twenty five thousand dollar (\$25,000.00) Life Insurance program for PBA members, which policy is to provide for spouse coverage in the amount of five thousand dollars (\$5,000.00), and per child in the amount of one thousand dollars (\$1,000.00).

The City agrees to maintain the current Life Insurance program for retirees, to wit: City and retirees to share equally in the cost of extended group life insurance coverage at four thousand dollars (\$4,000.00) on the retiree, two thousand dollars (\$2,000.00) on the retiree's spouse, and one thousand dollars (\$1,000.00) for each of the retiree's dependents.

ARTICLE X – PENSIONS

The employer shall continue to provide to all employees herein with the twenty-five (25) year pension plan established in Section 384 twenty-five (25) years with the option of electing 375-E thirty (30) year under the New York State Police and Firemen's Retirement System, these plans being the same plans in force as of January 1, 1975. Contributions are on a non-contributory basis.

Effective June 1, 1982, the employer shall provide all employees herein with the twenty (20) year pension plan established in Section 384-d of the New York State Retirement and Social Security Law.

Effective June 1, 1982, the employer shall provide to all employees herein the option of electing Section 375-i of the New York State Retirement and Social Security Law.

ARTICLE XI – HOLIDAYS

SECTION 1. All officers shall be entitled to the following holidays:

Easter Sunday
Martin Luther King's Day
New Years Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day
Officer's Birthday (to be taken on his/her birthday if officer so wishes)

SECTION 2. These holidays shall be granted whether or not the officer works on that date, that is to say if one of the officers works any of the aforementioned holidays, he/she is entitled to a day off with pay; in the event the officer's normal day off occurs on one of the said holidays, he/she shall be entitled to an additional day off with pay.

SECTION 3. For the five (5) holidays of New Year's Day, Easter, the Fourth of July and Thanksgiving, the City shall pay those officers who work on those days payment of one and one-half (1 ½) times their normal salary, and two (2) times their normal salary for those officers who work on Christmas Day.

SECTION 4. The City shall allow each officer to use their paid holidays in hourly increments (Section 7 hereof).

SECTION 5. The City will allow any officer to be paid up to 12 accrued holidays at the time of retirement.

SECTION 6. All officers must use any accrued holiday time off within four (4) years of the date on which that time was accrued. In the case of an unforeseen event, including but not limited to, a natural disaster or prolonged labor strike, which causes a period of thirty (30) days or more during which police officers are not allowed to take time off, the above mentioned four (4) year period shall be extended by that time period during which officers were not permitted to take time off.

SECTION 7. Holiday time off can be taken by officers in hourly increments, subject to the normal rules and procedures for taking holiday time off

ARTICLE XII – PERSONAL LEAVE DAYS

Effective on and retroactive to January 1, 1983, all employees shall be entitled to a total of six (6) personal leave days each year, non accumulative, to be used whenever and as needed. Effective upon ratification and execution of the 2003 – 2005 agreement, except in cases of a statutory emergency, a per shift maximum of one (1) command level supervisor, one (1) supervisor who is a Sergeant and four (4) patrol officers shall have the opportunity for personal leave provided that the leave is requested seven (7) days in advance. In considering requests for personal leave, consideration shall be given to seniority and the order the requests are received. If the request for personal leave is provided at least seven (7) days in advance and the number of persons granted leave for that shift does not exceed one (1) command level supervisor, one (1) supervisor who is a Sergeant and four (4) patrol officers, such leave shall be granted and not otherwise denied or cancelled except for statutory emergencies. Personal Leave Days may be taken in one half (1/2) day increments, and such Leave shall be without loss of pay and shall not be deducted from vacation or any other Leave benefits.

If the granting of personal leave as stated hereinabove creates staffing problems or shortages at the supervisory or command levels, the City and Union agree to renegotiate this section to resolve any such issues.

ARTICLE XIII – VACATIONS

SECTION 1. (a) Effective and retroactive to January 1, 2013, all employees covered by this Agreement shall be entitled to the following vacation periods:

| <u>VACATION SCHEDULE</u> | <u>YEARS</u> |
|--------------------------|--------------|
| Eleven (11) days | 1 |
| Thirteen (13) days | (3) 2 |
| Sixteen (16) days | 5 |
| Seventeen (17) days | 6 |
| Eighteen (18) days | 8 |
| Twenty (20) days | 10 |
| Twenty-one (21) days | 12 |
| Twenty-three (23) days | 14 |
| Twenty-four (24) days | 15 |
| Twenty-nine (29) days | 20 |

- (b) Each employee shall be allowed to carry no more than five (5) vacation days into the next calendar year until the 20th year of service, which at that time, the employee shall be allowed to carry ten (10) days into the next calendar year.

- (c) Upon voluntary termination of employment, an employee must have at least nine (9) months of compensable time from his/her anniversary date to be eligible for the full vacation period. If he/she has less than (9) months of compensable time, but more than six (6) months, then he/she shall be entitled to one-half (1/2) of the vacation scheduled. If he/she has less than six (6) months but more than three (3) months, he/she shall be entitled to one-fourth (1/4) of the vacation scheduled. If he/she has less than three (3) months, he/she shall not be entitled to any vacation time. Upon retirement, an employee will be entitled to his/her full vacation schedule irrespective of the date of retirement or he/she can collect each cash payment for any unused leave credit.

ARTICLE XIV – FUNERAL LEAVE

In the event of a death in the family of any employee or in the family of the present spouse or live-in domestic partner (including same sex partner/spouse) of the employee including parents, grandparents, children, sisters, brothers, and/or guardian, step-children, grandchildren, step-parents, aunt and uncle; the employee shall be granted up to three (3) days leave of absence. Said funeral leave shall commence with the employee's next scheduled shift of duty after the request for leave is made, and shall terminate no later than the end of said employee's next scheduled shift after the funeral. Payment for such leave is on scheduled work days only.

ARTICLE XV – COLLEGE INCENTIVE

The City agrees to pay, in addition to other compensation, a college incentive premium of two hundred dollars (\$200.00) to any officers completing one-half (1/2) of the accreditation of an Associate Degree. The City agrees to pay, in addition to other compensation, the following incentives for completing the corresponding degree in a law enforcement related field such as Criminal Justice, Forensics, Cyber Security or Criminology:

| <u>DEGREE</u> | <u>INCENTIVE</u> |
|---------------------------|-------------------|
| <u>Associate's Degree</u> | <u>\$500.00</u> |
| <u>Bachelor Degree</u> | <u>\$750.00</u> |
| <u>Master's Degree</u> | <u>\$1,000.00</u> |

Officers are only eligible to receive one incentive payment per year, at the level of their highest degree earned. All terms, conditions and payments to the securing of college credits above mentioned, shall be covered by an appropriate Resolution of the Board of Estimate and Contract as heretofore entered.

ARTICLE XVI – FAMILY NEEDS LEAVE

Each employee will be allowed to use up to three (3) sick days annually for family illness. Family Sick Leave use will not impact the employee's personal sick leave bank. For purposes of this Article, the definition of the term "family" shall be coterminous with the definition of family set forth in Article XIV of this Agreement.

Employees will be allowed to take up to three (3) days paid paternity leave following the birth of their child, in addition to any other paternity-related benefits required by law.

ARTICLE XVII – ASSIGNMENTS

It is further agreed that all job assignments shall be posted for seven (7) days prior to making such assignments and all officers eligible shall be allowed to bid said job. In filling such jobs, seniority and qualifications shall be considered. Specifications shall be drawn up by the Chief of Police for all assignments within the Police Department.

The selection process and duration for Training Assignment in the Detective Division is at the discretion of the Chief of Police or his designee. If a person selected who is not on the current eligible civil service list for Detective, then the duration should not exceed three (3) months. If a person selected appears anywhere on the active list for Detective, then the duration shall not exceed six (6) months, and if the person selected is in the top three on the eligible list for Detective, then the duration shall not exceed one (1) year.

ARTICLE XVIII – VACANCIES

All ranks presently carried on the 'department roster of ranks' shall be filled and at the grade presently established. All promotional vacancies shall be filled within forty-five (45) days after the position becomes open, provided there is an appropriate eligibility list available.

Officers who have previous experience with another police agency or agencies and who are hired by the Rome Police Department (hereinafter referred to as "lateral hires") may be started at a base rate commensurate with his or her time in service as a police officer and such other factors as the administration may choose to consider in its discretion. However, the base rate for lateral hires shall not exceed the base pay rate of a member of the Rome Police Department who has the same amount of time served as a certified police officer by the Division of Criminal Justice Services. Departmental seniority for lateral hires shall be calculated based on the date that the member was hired with the City of Rome Police Department except as otherwise provided by law.

ARTICLE XIX – HOURS OF WORK

The work week of the Police Department shall be forty (40) hours per week. The regular work day and work shift shall be scheduled by the Department.

ARTICLE XX – OVERTIME

Any police officer working in excess of eight (8) hours on any one (1) tour of duty (court time excluded) shall be compensated for all additional time at one and one-half (1 ½) times his/her regular hourly rate. Any time an employee works beyond his/her normal tour of duty, he/she shall be compensated for the time spent to the nearest one-half (1/2) hour, or the employee may be compensated in equivalent compensatory time at the discretion of the employee. The term "regular hourly rate" shall not include shift differential or any other premium.

Effective January 1, 2007, and for the limited purpose of determining whether an officer is entitled to overtime for having "worked" more than forty (40) hours in a work week, neither sick-time, nor family sick-time shall count as time worked. For all other purposes and in every other instance, sick-time and family sick-time shall continue to count as time worked. However, in situations when a member is ordered back to work during a week in which he is on sick or family-sick time by an appropriate officer or supervisor of the Rome Police Department, hereinafter "Involuntary Overtime", said member shall be paid at one and one-half (1 ½) times his/her normal rate for the period of said "Involuntary Overtime". Any overtime the member voluntary

agrees to or requests, hereinafter "Voluntary Overtime", shall be paid at straight-time until the required time for overtime, as otherwise set forth at Article XX of the CBA, is met. For purposes of this provision, "Involuntary Overtime" shall not include court appearances mandated by a subpoena issued by an attorney, unless the subpoena is from an attorney affiliated with the City of Rome Corporation Counsel's Office.

ARTICLE XXI – RECALL TIME

An employee who has left the premises and is called back to work after completing his/her regular tour of duty shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 ½) his/her regular hourly rate. An employee who works beyond the four (4) hour minimum, shall be compensated to the nearest one-half (1/2) hour over and above this minimum of four (4) hours, at time and one-half.

ARTICLE XXII – COURT TIME AND HEARING PAY

- (a) Police officers scheduled to appear in court or any other legally constituted hearing, resulting from their actions as a police officer, when not on a scheduled tour of duty shall receive time and one-half for each hour so spent, at his/her regular hourly rate. Time to be computed to the nearest one-half (1/2) hour. Four (4) hours will be the minimum time granted for court time for any court or hearing appearances defined in this Article. Court time is not to be construed as 'call back' time. The term "regularly hourly rate" shall not include shift differential or any other premium. Court time shall include: City Court, Supreme Court, Motor Vehicle hearings, and Grand Jury. The provisions contained in this Article shall not include any hearing or court appearance where the employee is a defendant due to his or her own misconduct.
- (b) Retirees scheduled to appear in court or any other legally constituted hearing, resulting from their actions as a police officer, shall receive straight time for each hour spent at their regular hourly rate. Time shall be computed to the nearest one-half (1/2) hour. Court time is not to be construed as "call back" time. The term "regular hourly rate" shall not include shift differential or any other premium. Court time shall include: City Court, Supreme Court, Motor Vehicle hearings and Grand Jury. The provisions contained in this Article shall not include any hearing or court appearance where the employee is a defendant due to his or her own misconduct.

ARTICLE XXIII – UNIFORMS

SECTION 1. The authorized uniform and equipment for the Rome City Police Department shall be designated by the Chief of Police and as stipulated in the "Book of Rules" and/or amendments thereto. The following list comprises the present allowances for a one-time issue when an officer is appointed.

| | | |
|--|--------|--------|
| Multi-season jacket | 1 each | |
| Police cap (Air Force style) | 1 each | |
| Raincoat (reversible black/orange) | | 1 each |
| Shirt (dk/blue long sleeve) | 3 each | |
| Shirt (white –long sleeves-captains) | 3 each | |
| Shirt (dk/blue short sleeve) | 3 each | |
| Shirt (white short sleeves – captains) | | |
| Tie bar (silver for patrol, gold for officers/City of Rome State Seal) | | 1 each |
| Black Garrison Belt | 1 each | |
| | | |
| Trousers | 3 each | |
| Cap (winter knit) | 1 each | |
| | | |
| Tie (black) | 2 each | |

Also included for a one-time issue when an officer is appointed or promoted are the following articles:

| | |
|----------------------------|--|
| Gun (ammunition as needed) | Holster |
| Handcuffs | Shield (breast & hat badge) |
| Baton | Braids, insignias, chevrons, medals and collar brass One |

belt

Any other uniform item approved for purchase and wear by the Chief of Police.

The one time above list articles must be returned to the department by each member upon leaving the force, and if lost or damaged without proper excuse, the employee to whom issued shall replace or repair at his/her own cost.

SECTION 2. The employer shall provide at no cost to the employee, all uniforms and equipment as mentioned in Section 1.

SECTION 3. Newly appointed patrolmen shall receive complete uniform and equipment at the time of appointment and such uniform and/or equipment shall conform to the latest uniform specifications as adopted by the City through its purchasing agent.

SECTION 4. Uniform specifications (weight, materials, color, shade, etc.) will be as outlined and controlled by the City purchasing agent. Uniform items shall be purchased from vendors designated by the City Purchasing Agent.

SECTION 5. In accordance with the agreements set forth by the bargaining agents to this contract, the following will prevail with regard to implementation and standardization of all police uniforms:

- (a) The Chief of Police will designate one (1) officer who will be responsible for the control and issue of police uniforms and/or equipment. Such controls will be carefully scrutinized so that excess allowances or purchases will not be realized. A spreadsheet or database for each officer in the department will be maintained to show his/her initial and subsequent issues. This spreadsheet or database may be reviewed by the City purchasing agent at his/her request.
- (b) All employees are required to maintain their uniforms and equipment in a neat and clean manner at all times. Directives by superior officers to repair or clean uniform items shall be obeyed at the earliest practicable convenience.
- (c) Newly promoted, transferred or re-assigned officers shall be supplied by the City at the City's expense, with all additional clothing and/or equipment required in connection with their position.
- (d) Uniforms shall be replaced when they become shiny, worn, frayed, damaged, or the uniform pants fail to hold a crease.

SECTION 6. All officers assigned to SRT, Mountain Bike patrol, ATV patrol and training shall be issued summer ball caps and, when authorized by the Chief of Police, shall be permitted to wear same.

ARTICLE XXIV – CLOTHING ALLOWANCE

The City agrees to pay to each detective and each juvenile aid officer a clothing allowance of six hundred fifty dollars (\$650.00) per year, payable as close to the 1st of the year as possible.

ARTICLE XXV – CLEANING AND MAINTAINANCE ALLOWANCE

Effective January 1, 1999, the parties acknowledge that the cleaning allowance compensates employees for expenses incurred in the preceding year. If an employee did not work portions of the preceding year due to sickness and/or injury, the City will reduce his/her cleaning allowance on a pro-rated basis as follows: The City will reduce the cleaning allowance by one-twelfth (1/12) for each block of twenty-two (22) working days, whether consecutive or not, during which the employee was out of work due to sickness or injury.

Effective January 1, 2018, the said cleaning and maintenance allowance shall be Five Hundred Dollars (\$500.00), per year.

ARTICLE XXVI – EMPLOYEE RIGHTS

The wide ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. If a member of the force is a suspect or the target of a criminal investigation, any inquiries and/or investigations relative to a member's conduct and/or actions will be conducted in a manner so as not to deprive him/her of his/her legal rights pursuant to current federal, state or local law, rule, ordinance or charter.

The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegation should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial conference.

Upon written request to the Chief of Police, members of the department shall be permitted within days (7) of said request to review their entire personnel file, including but not limited to counseling memos, commendations, performance list and disciplinary matters, and/or obtain copies of materials contained therein.

ARTICLE XXVII – GRIEVANCE PROCEDURES

SECTION 1.

- (a) When a member, or the Association collectively, has a grievance against the City, it shall be processed in accordance with the grievance procedure hereinafter provided.
- (b) The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.
- (c) Any grievance that either is not processed at a reasonable time or is disposed of in accordance with this grievance procedure, shall be considered settled and said settlement shall be final and binding upon the City, the member or members involved, the Association and its members.
- (d) Except with respect to the right to present an individual grievance as expressly set forth in this Article, the Association shall, in a redress of grievances, be the exclusive representative of the

interest of each member or group of members covered by this agreement, and only the Association shall have the right to assert and press against the City any such grievance.

SECTION 2.

- (a) A member believing he/she has cause for grievance may, at his/her option, discuss the matter directly with his/her immediate supervisor or may take it up with his/her Association representative, who shall discuss the grievance with the member's immediate supervisor. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems through discussion.
- (b) If the matter is not disposed of in this discussion with the supervisor within forty-eight (48) hours, the grievance shall be reduced to writing by the grievant and shall set forth all of the facts relied on and be presented to the Chief of Police.
- (c) The Chief of Police's disposition shall be in writing setting forth in detail all the facts relied upon in support of his/her disposition, and shall be made as expeditiously as possible consistent with proper investigation, but in no event more than fourteen (14) working days from the time of written presentation, and shall be returned by the Chief of Police to the Association representative and grievant who presented it.
- (d) If a satisfactory disposition is not returned by the Chief of Police, the grievant or grievants shall prepare a written report setting forth the complete investigation of the facts in rebuttal of the Chief of Police's statement of facts in disposition and shall refer this report with the grievance in writing to the Association, which, if it considers the grievance to be well founded, may carry it to the second stage.

SECTION 3.

- (a) Within five (5) days, exclusive of Saturday and Sunday, of the transmittal of the written answer of the Chief of Police, the Association may submit the dispute to the New York State Public Employment Relations Board Voluntary Disputes Resolution Procedure for final and binding arbitration. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He/She shall have no right to add to or subtract from the Agreement. There shall be no limit as to the subject matter in the grievance.
- (b) Failure to process the grievance within the time limits established in the preceding sections presumes that it has been satisfactorily resolved at the first step to which it has been properly

processed. Failure on the part of the Association or the grievant to proceed with the grievance within the limits established in the preceding sections, presumes that the grievance or complaint is settled and that the satisfaction requested will be provided.

- (c) The time limits specified in the preceding sections may be extended by agreement of both parties.

**ARTICLE XXVIII – EMPLOYEE RIGHTS – DISCIPLINARY PROCEDURES –
FINAL AND BINDING ARBITRATIONS**

A: The wide ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions may require investigation by superior officers designated by the Chief of Police and/or the Mayor in connection with disciplinary proceedings regarding conduct unbecoming to an officer. In an effort to insure these investigations be conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted concerning disciplinary proceedings regarding conduct unbecoming an officer:

- (1) Interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the emergencies of the charge dictate otherwise.
- (2) Interrogation shall take place at a location designated by the Chief of Police or the Mayor.
- (3) The member of the force shall be informed of the nature of the investigation before any interrogation is commenced, including the name(s) of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial conference.
- (4) The member of the force shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
- (5) If a member of the force is under arrest or likely to be, that is if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current provisions of **any relevant federal, state or local law, rule ordinance or charter**.
- (6) In all cases and at every stage of these proceedings regarding any disciplinary proceeding **including concerning** conduct unbecoming an officer, in the interest of maintaining the usual high morale of the force, the department must provide the opportunity for a member

of the force to consult with counsel and/or be represented by his/her Association representative, unless the member specifically declines such counsel and/or representation, before being questioned concerning the violation of the rules and regulations, regarding possible disciplinary proceedings involving conduct unbecoming an officer and during the interrogation of a member of the force.

B: PROCEDURE FOR REMOVAL AND OTHER DISCIPLINARY ACTION, IN LIEU OF SECTION 75 OF THE CIVIL SERVICE LAW.

The Union and the City agree to the following language to govern removal and other disciplinary action, in lieu of the procedures set forth in Civil Service Law Section 75. The following language shall only be effective during the term of the January 1, 2003 until December 31, 2005 agreement and shall expire upon the ratification or imposition of a successor agreement.

SECTION 1. REMOVAL AND OTHER DISCIPLINARY ACTION

- (A) A police officer shall not be removed or otherwise subject to any disciplinary penalty except for incompetency or misconduct, pursuant to the procedures set forth herein below.
- (B) This procedure is intended to be in lieu of the language of Section 75 of the Civil Service Law.
- (C) The term "police officer", as used herein, is a person as described by Section 1.20 (34) of the Criminal Procedure Law, who
 - (i) Has met criteria and qualifications to perform police officer duties, as set by the New York State Department of Criminal Justice Services and the Civil Service Commission of the City of Rome; and
 - (ii) Is a paid member of the Police Department;

SECTION 2. PROCEDURE

(A) A police officer against whom removal or disciplinary charges are proposed shall have written notice thereof and the reasons thereof, shall be furnished a copy of the charges against him/her and shall have eight (8) calendar days from the date of receipt of the charges to answer the same in writing. A hearing on the charges shall be held before an arbitrator, pursuant to the rules of the Public Employment Relations Board. The City and the Union shall annually agree on a closed arbitration panel. The arbitrator shall make a record of the hearing. The burden of proving incompetency or misconduct shall be on the City. The determination of the arbitrator shall be final and binding on the City, the police officer and the union, and shall be reviewable only

pursuant to Article 75 of the New York State Civil Practice Law and Rules. The parties will divide the cost of the arbitration equally.

(B) Upon execution of the 2006-2007 agreement and inasmuch as the parties have been unable to agree on whether Orangetown trumps the procedures set forth in "2(A)" above, until such time as the issue is resolved (either through negotiations, in arbitration or judicially), it is understood and agreed that discipline shall be imposed against a police officer against whom charges are pending by the Commissioner of Public Safety in accordance with Rome Charter Laws--Title A, Article X. Further, it is understood and agreed that, in the event the PBA successfully overturns and/or successfully modifies a final disciplinary determination of the Rome Commissioner of Public Safety, vis-à-vis an Article 78 appeal, the City will pay the reasonable costs, expenses and attorney fees actually incurred by the PBA, relating to said appeal.

SECTION 3. SUSPENSION DURING DETERMINATION OF CHARGES; PENALTIES.

(A) Pending the hearing by the arbitrator and the arbitrator's written determination of the charges of incompetency or misconduct, the police officer against whom said charges have been preferred may be suspended without pay.

(B) If said police officer is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine which can be deducted from the salary or wages of said police officer, demotion in grade or title, and/or dismissal from service.

SECTION 4. TIME PERIODS.

Notwithstanding any other provision of law, no removal or disciplinary proceeding shall be commenced more than eighteen (18) months after the City knew or reasonably could have known of the occurrence of alleged incompetency or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE XXIX – PUNITIVE DAMAGES

The City shall adopt New York State statutory language (i.e., General Municipal Law Section 50-J), governing protection of officers sued for punitive damages, retroactive to August 1, 1986.

ARTICLE XXX – CHECK OFF OF DUES

SECTION 1. Payroll deduction of Dues.

The employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Treasurer of the Local Association from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each pay period, by the Employer to the Treasurer of the Association. This authorization shall remain in full force and effect during the term of this Agreement.

SECTION 2. Agency Shop

All employees not members of the Association shall become members or pay a service fee, in an amount equal to the Association dues, each pay period.

SECTION 3. Hold Harmless.

The Association shall indemnify the City and hold it harmless against any and all liabilities imposed against the City as a result of the City's compliance with this article.

ARTICLE XXXI – TRAVEL AND MEAL ALLOWANCE

Effective upon execution of this agreement, the City agrees to pay the IRS rate for travel for use of an employees' motor vehicle while on City business.

The City further agrees to continue to pay to each employee a meal allowance of up to ten dollars (\$10.00), fifteen dollars (\$15.00) and twenty five dollars (\$25.00) for breakfast, lunch and dinner, respectively, while out of town overnight on City business.

Each employee, while on training out of town, shall be paid a fee of fifteen dollars (\$15.00) for lunch. While a receipt therefor shall not be required, an employee's attendance there at must be verified by the Chief of Police or his designee.

New trainees, outside of the City boundaries, working the hours of 4:00 p.m. through 8:00 p.m., shall be reimbursed up to an amount of twenty five dollars (\$25.00) for dinners.

ARTICLE XXXII – MISCELLANEOUS AGREEMENTS

SECTION 1. Employees shall be assigned to any and all special schools for police personnel on a fair and impartial basis. Attendance to be based on need and qualification.

SECTION 2. In the event that in the line of duty, an employee suffers the loss of personal property (i.e.: eyeglasses, lenses, dentures or similar prosthetic devices, and/or other items of wear and apparel) and/or the damage of same property, the City agrees to replace at no cost to the employee the value of said property, and the same shall be reimbursed by the City of Rome only if the employee is not reimbursed by possible defendants in action or by a third party, the same to include insurance, etc. The burden of proof shall rest with the employee to prove such loss or damage.

SECTION 3. Regular time off shall be scheduled in accordance with seniority provisions, except for regular time off in the traffic division of the Rome Police Department. As to scheduling time off in the traffic division of the Rome Police Department, this shall be on a rotational basis in accordance with past practice. No change shall be caused to be made on the mark-off board, once the board becomes effective, unless a bona fide emergency occurs or with the consent of the employee.

SECTION 4. Police officers shall be required to attend such training as the City shall deem appropriate. The City shall endeavor to schedule such training during regularly scheduled tours of duty, or if that be impractical, such training shall be scheduled either immediately preceding or subsequent thereto, and in all cases, contiguous therewith. All such contiguous training shall be paid for at time and one-half, except the first sixteen (16) hours thereof shall be compensated at straight time.

In those limited situations when training cannot be scheduled contiguously (e.g., guest speakers), the City shall have the right to schedule training non-contiguous.

In the event that either party deems the above language to be burdensome, said party shall have the right to re-open negotiations to discuss same.

SECTION 5. A Police Officer subpoenaed for jury duty will not be required to use his/her accumulated time off for jury duty. Said officer shall receive his/her regular rate of pay, less the amount of any sums other than mileage received as a jury fee. If an employee is subpoenaed for jury duty for a date and time that he/she is scheduled to work but is excused or does not have to appear on a certain day, the employee will be required to work during that period of time.

SECTION 6. At its earliest practical convenience following the execution of the January 1, 2023 through December 31, 2025 agreement, the City of Rome agrees to adopt a payroll system for the Police Department that will generate pay stubs that set forth all employee accruals.

ARTICLE XXXIII – PATROLMAN GRADE STEPS

Effective January 1, 2012, the aforesaid patrolman grade steps shall be as follows:

| | |
|----------------------------------|---|
| Five (5) to nine (9) years: | Five Hundred dollars (\$500.00) |
| Ten (10) to fourteen (14) years: | Nine Hundred dollars (\$900.00) |
| Fifteen (15) years and over: | One Thousand, Four Hundred dollars (\$1,400.00) |

ARTICLE XXXIV – FTO TRAINING TIME

Effective October 30, 2008, any employee assigned to the training of a recruit shall be entitled to 2 hours per day of FTO training time which will be held in a separate bank from any other compensatory time. Said time has no cash value and can only be taken as “leave” time in any amount the employee so chooses. The employee may also utilize said FTO training time in week (40 hrs) blocks with all of same criteria set forth as vacation time relating to seniority and by noting same on his/her time off slip, if the employee has that amount of time in his/her FTO bank. All FTO training time will cease to have any value when employment ends for any reason (retirement; termination; transfer; etc.).

ARTICLE XXXV – RETIREMENT

In their retirement year, retirees and disability retirees shall be entitled to be paid for all unused vacation time plus their ten (10) day carry over, all unused personal leave days, and all unused accrued holidays.

Tier II Employees shall receive the following incentive based on the year of retirement:

| | | |
|------------------------|---|-------------------------------------|
| Twenty (20) years | - | Three Thousand Dollars (\$3,000.00) |
| Twenty- one (21) years | - | Two Thousand Dollars (\$2,000.00) |
| Twenty-two (22) years | - | One Thousand Dollars (\$1,000.00) |

ARTICLE XXXVI – DENTAL/OPTICAL

Effective January 1, 1985, the City at its own cost and expense shall pay for, provide and implement the City wide dental/optical program, with the one hundred dollar (\$100.00) deductible.

ARTICLE XXXVII – PCNY GROUP LEGAL PLAN

Deleted

ARTICLE XXXVIII – JOB RELATED INJURIES/TREATMENT

The Union and the City agree to the following language to govern officers injured in the line-of-duty that will impose obligations and responsibilities on each party to this agreement and further agree to utilize the following process to evaluate on-the-job injuries, medical treatment and costs.

**PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-C
OF THE GENERAL MUNICIPAL LAW FOR THE
POLICE DEPARTMENT OF THE CITY OF ROME.**

SECTION 1. INTENT.

- (A) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for the benefit, the City of Rome and the public, the following procedures shall be utilized to make the determinations in regards to benefits authorized by Section 207-c.
- (B) This procedure is intended to be a supplement to the express language of Section 207-c of the General municipal Law and is not intended to reduce any benefits or requirements pursuant to Section 207-c of the General Municipal Law.
- (C) The term “police officer”, as used herein, is a person as described by Section 1.20(34) of the Criminal Procedure Law, who
 - i. Has met criteria and qualifications to perform police officer duties, as set by the New York State Department of Criminal Justice Services and the Civil Service Commission of the City of Rome; and
 - ii. Is a paid member of the Police Department.

SECTION 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT.

- (A) A police officer who has been injured in the performance of duty or who has taken ill as a result of the performance of duty, either because of a new injury or illness or the recurrence of a prior injury or illness, shall make written notification to his/her Commander, pursuant to police department policy and to any directives relating to the reporting of such injury.
- (B) A police officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and appreciation for those benefits to the Chief or his/her designee, within thirty

(30) days of when the police officer reasonably should have known that the illness or injury would give rise to a claim. Said application shall include a statement setting forth the incident causing the illness or injury, the nature of the illness or injury and the extent of disability.

- (C) The police officer shall provide authorization for the City to obtain copies of his/her relevant medical records from his/her treating physician or other health care provider and the City will provide the police officer, without cost, and within five (5) work days of receipt of same, a copy of the records and reports produced by any physicians or other experts who examined the police officer on behalf of the City. It is expressly understood that City shall be entitled to medical records relevant to the injury and illness that is the basis of the claim for 207-c benefits.
- (D) Failure to satisfy the time limits specified herein above preclude the award of benefits pursuant to General Municipal Law 207-c. For good cause shown, the above time limits may be extended by the City.

SECTION 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS.

- (A) The police officer shall be placed on sick leave pending determination of his/her eligibility for Section 207-c benefits.
- (B) In the event that it is determined that the police officer is entitled to Section 207-c benefits, the City shall credit back to him/her all sick leave which he/she expended prior to the determination.
- (C) In the event that it is determined that the police officer is not entitled to Section 207-c benefits, he/she will be permitted to use sick leave provided he/she remains medically unable to perform the duties of his/her position and provided that he/she has not been assigned modified duty pursuant to the collective bargaining agreement.

SECTION 4. BENEFIT DETERMINATION.

- (A) The City shall promptly review a police officer's application for Section 207-c benefits and shall determine his/her eligibility within sixty (60) calendar days after the City receives the application. For good cause shown, the above time limits may be extended by the City.
- (B) In determining the application, the City may require a more detailed statement from the police officer than that contained on the application. The City may take statements from the witnesses and may send the police officer to a physician or physicians of its choice for examination at the City's expense. The police officer shall have the right to have his/her attorney or other individual of his/her choosing to attend such medical exam with said officer.

- (C) The determination of the City will be made in writing to the police officer, setting forth the basis for the determination. In the event that the application is denied, the City will simultaneously provide the police officer, without cost, a copy of all medical information produced or acquired by it, in connection with the police officer's application and determination for Section 207-c benefits. The City will also provide the officer with any other relevant information or documents in its possession or control that pertains to the officer's claim for Section 207-c benefits and the City's investigation of same, except that information that is deemed privileged. The City will continue to provide the police officer with additional medical and other information subsequently acquired.

SECTION 5. ASSIGNMENT TO LIGHT DUTY.

- (A) As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chief's designee, may assign a disabled police officer specified light duties, consistent with his/her status as a police officer. The Chief, or the Chief's designee, prior to making a light duty assignment, shall advise the police officer receiving the benefits under Section 207-c that his/her ability to perform light duty assignment is being reviewed and will further provide the officer with the specified types of light duty he/she may be asked to perform. Such a police officer may submit to the Chief, or the Chief's designee, any medical document or evidence in regard to the extent of his/her disability.
- (B) The Chief, or the Chief's designee, may cause a medical examination or examinations of the police officer to be made at the expense of the employer. The physician shall be selected by the City of Rome. The physician shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability.
- (C) Upon review of the medical assessment of the police officer's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief's designee, may make a light duty assignment consistent with medical opinion and such information as he or she may possess.
- (D) A police officer ordered to light duty shall either comply with the order or face loss of benefits of Section 207-c, following a hearing pursuant to Section 7 of this procedure with regard to the police officer's physical ability to perform the light duty assignment.

- (E) It is understood that assignment to light duty is in the nature of a "make work" assignment and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.
- (F) A police officer assigned to light duty may be temporarily reassigned from one shift to another in order to accommodate the needs of the Department. If more than one police officer is in a light duty assignment on the same shift, seniority will prevail in determining which police officer will move to another shift. A reassigned police officer will not forfeit his/her previously chosen vacation days. A police officer assigned to light duty may be reassigned to a Monday through Friday work week, with hours per day to be determined by the City's physician.
- (G) Nothing contained herein shall require the City of Rome or its police department to create light duty assignments.

SECTION 6. TERMINATION OF BENEFITS.

- (A) The full amount of regular salary or wages as provided by Section 207-c(1) of the General Municipal Law shall terminate upon the officer being retired upon attaining the mandatory service retirement age applicable to the officer, or receiving an accidental disability retirement or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law. If the officer retires pursuant to the terms herein described, the officer shall thereafter, in addition to any retirement allowance or pension to which the officer is then entitled, continue to be entitled to medical treatment and hospital care necessitated by reason of such injury or illness.
- (B) If the City believes that the officer is medically able to return to work, the City may send the police officer to a physician or physicians of its choice for examination at the City's expense. Upon the certification of the police officer's treating physician or of the City's physician who has examined the police officer that said officer is medically able to return to work, the City will give written notification to the officer that it intends to discontinue benefits based thereon. The City will not terminate benefits without the consent of the officer or upon a determination pursuant to Section 7. In the event that the City believes that the benefit should terminate and the police officer does not consent, or his physician does not certify that he is able to return to work, the City may utilize the provisions of Section 7 in order to receive a determination from the arbitrator regarding the police officer's continued eligibility for benefits. Said determination will be retroactive to the date of the City's notification.

SECTION 7. DISPUTE RESOLUTION PROCEDURE.

In the event that the City denies an application for Section 207-c benefits, seeks to enforce a discontinuance of 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The City and the Union shall annually agree on a closed arbitration panel. The arbitrator will review and determine whether the City's decision was supported by substantial evidence. The arbitrator shall make a record of the hearing. The determination of the arbitrator shall be final and binding on the City and the police officer, and shall be reviewable only pursuant to Article 75 of the New York State Civil Practice Law and Rules, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitrations equally.

SECTION 8. DISABILITY RETIREMENT.

Consistent with Section 207-c, the City may file an application on the police officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his/her rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

SECTION 9. CONTINUATION OF CONTRACT BENEFITS.

While on leave pursuant to Section 207-c, for a period of six (6) months or less, a police officer shall continue to accrue all economic fringe benefits by the Collective Bargaining Agreement. After six (6) months in any calendar year or continuous period of time, the police officer receiving 207-c benefits shall be entitled only to the payment of salary, including increases and longevity, and any contractually mandated health insurance benefits. All other benefits will be forfeited.

SECTION 10. OUTSIDE EMPLOYMENT.

If, as a result of an investigation, the Chief determines that a police officer receiving benefits pursuant to 207-c has engaged in paid outside employment, the Chief shall provide written notice of such determination and may demand payment of benefits to be reimbursed. The police officer may appeal the determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefits to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with a W-2 form or tax returns or any other relevant proof. Outside employment shall include any self-employment and any Rome Police Department volunteer overtime.

**ARTICLE XXXIX – FLEX TIME FOR DETECTIVES/JUVENILE OFFICERS/
IDENTIFICATION PERSONNEL AND SCU OFFICERS**

All Detectives, Juvenile Officers, Identification Personnel and SCU officers shall be permitted to work a flexible eight (8) hour shift, with one-half (1/2) hour off for lunch, so long as their respective offices are stationed between the hours of 8:00 a.m. and 5:00 p.m.

ARTICLE XL – OUT OF GRADE/RANK/TITLE PAY

Any member of the bargaining unit who (a) is assigned to perform duties of a person of higher rank, grade or title, or (b) is assigned to a position otherwise staffed by a person of higher rank, grade or title, or (c) is assigned/designated or utilized as an Officer-In-Charge (per, i.e., General Order9s) #06-02 and/or #06-03), shall be paid at the higher rank, grade or title, hour-for-hour, for the duration of the assignment/designation.

If an officer is injured on the job, and as a result of said injury is assigned to an out of grade/out of title position, said assignment and the higher pay associated therewith shall be limited to a duration of six (6) months.

If an Officer is injured off the job, and as a result of said injury requests and is granted an out of grade/out of title reassignment, he/she shall not be entitled to higher pay associated therewith.

ARTICLE XLI – SICK/FAMILY SICK LEAVE INCENTIVE

Effective on and retroactive to January 1, 2013, members of bargaining unit who do not use more than two (2) days of sick leave in a quarter shall be entitled to one hundred twenty-five(\$125.00) dollars for each such quarter. Maximum of five hundred (\$500.00) dollars per year.

The City shall pay a one hundred dollar (\$100.00) incentive per day to any officer who did not use said family sick leave days in that calendar year. The payment shall be made in January of the next calendar year.

ARTICLE XLII – SICK LEAVE

If an employee has missed three (3) consecutive days of work as result of illness or injury within a calendar year, or if an employee has missed ten (10) cumulative days of work as a result of illness or injury within a calendar year, the City shall have the following management rights:

- The City can require the employee to supply a doctor's certificate from the employee's doctor, if the employee was treated by a doctor. Medical documentation shall include a statement that the employee was unable to work with specific dates and a statement as to when the employee will be able to return to full police duty without restrictions.
- The City can require the employee to be examined by the City's doctor, at the City's expense.
- The City can require the employee to report for modified duty, if either the employee's doctor or the City's doctor determines that the employee is capable of performing modified duty.

all full-time employees shall be entitled to one and one half (1 ½) days of sick time per month. Active full time employees hired prior to the ratification and execution of the 2003 – 2005 agreement shall be entitled retroactively to one and one half (1 ½) days of sick time per month for continued service time beginning with the month of their date of hire with the City of Rome Police Department.

ARTICLE XLIII – CATASTROPHIC ILLNESS LEAVE BANK

Effective upon the ratification and execution of the 2003 – 2005 agreement, there shall be established a Catastrophic Illness Leave Bank. The terms and conditions of said leave bank are attached to this Agreement as “Appendix A”, and are made a part hereof.

ARTICLE XLIV - CANCER SCREENING LEAVE

Effective upon the execution of the 2003 – 2005 Agreement, each employee shall be granted two (2) hours of paid special leave on a calendar year basis. Said special leave can be used solely for the employee to have a mammogram or other exam or screening designed to detect breast cancer or for the employee to have an exam or screening designed to detect prostate cancer. Said special leave shall be provided to an employee upon receipt of a written verification from the medical provider that said examination has occurred. Said special leave shall be in addition to any other paid or unpaid leave set forth in the collective bargaining agreement. If not used during any year, said special leave shall expire and not be accumulative.

ARTICLE XLV – STAFFING

The Chief of Police shall have the sole authority to set and post staffing for each work shift. Said staffing number shall set forth the staffing levels for on-duty officers for each watch shift. The Chief shall have the authority to post a change in staffing levels at the start of each seven (7) week time-off board period. The Chief shall also have the authority to post a change in staffing levels any time based on a change in circumstances and without prior notice.

ARTICLE XLVI – CONTRACT REOPENER

If the City should extend its boundaries to incorporate part of the present outside district into the existing inside district, it agrees to allow the Union to re-open the labor agreement to negotiate the impact on the Union. This provision is for the duration of this Agreement only, and shall be governed as/by the Sunshine Clause.

ARTICLE XLVII – MATERNITY LEAVE

Parties agree that, starting with the 2011-2015 Agreement, the City shall provide maternity leave for female and male employees, as more specifically set forth in and which is made a part of the Catastrophic Leave Policy, which said Policy is attached hereto and made a part hereof as Appendix “A”.

ARTICLE XLVIII – DRUG AND ALCOHOL TESTING POLICY

Effective upon the ratification and execution of the 2003 – 2005 agreement, there shall be established a Drug and Alcohol Testing Policy. The terms and conditions of said policy are attached to this Agreement as “Appendix B”, and are made a part hereof.

XLIX – PEER SUPPORT PROGRAM

Effective upon the ratification and execution of the 2023 through 2025 Agreement, there shall be established a Peer Support Program Policy. The terms and conditions of said policy are attached to this Agreement as Appendix C and are made a part hereof.

ARTICLE L – SAVINGS CLAUSE

All conditions or provisions beneficial to officers by past practice, policy or procedure, now in effect which are not specifically provided for elsewhere in this Agreement, shall remain in effect for the duration of

this agreement, unless mutually agreed otherwise between the City and the Association. Definition of past practices shall be limited to practices having occurred within the last five (5) years of the effective date of this Agreement. Any dispute or grievance as to such conditions or provisions shall be submitted to the grievance machinery as authorized by the City and the Association.

ARTICLE LI – SEPARABILITY

This Agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances and Local Laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law, or this Agreement. Should any article, section, or portion of this Agreement be held unlawful, unenforceable or unconstitutional, by any Court of this State or any other State or Federal jurisdiction or by any rulings of the State Department, such decision shall only apply to the specific article, section or portion thereof and that portion of the contract shall be deemed null and void, but the remaining provisions of said contract shall remain in full force and effect.

ARTICLE LII – TERMINATION AND MODIFICATION

This agreement shall be retroactive to and effective as of the 1st day of January, 2023, and shall remain in full force and effect until the 31st day of December, 2025. It shall be automatically renewed from year to year unless thereafter either party shall notify the other in writing one hundred and eighty (180) days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiation shall begin at the earliest practical time prior to the expiration of said contract. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

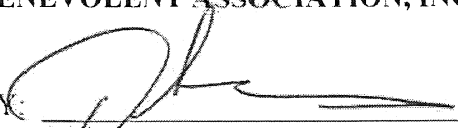
ARTICLE LIII – SECTION 104a CIVIL SERVICE LAW

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

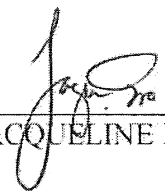
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of

July 2023.

**THE PHILIP S. MCDONALD POLICE
BENEVOLENT ASSOCIATION, INC.**

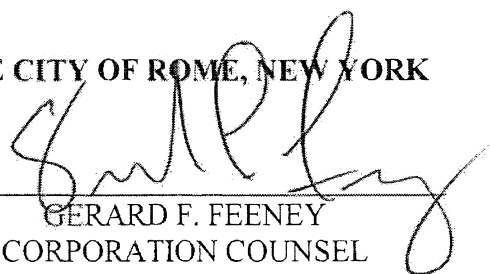
BY: 
JEFF BUCKLEY, PRESIDENT

THE CITY OF ROME, NEW YORK

BY: 
JACQUELINE M. IZZO, MAYOR

PURSUANT TO TITLE A, SECTION 171 OF THE CITY OF ROME CHARTER LAWS,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO ENACTED THE SUBJECT CONTRACT
ON BEHALF OF THE CITY OF ROME HAD AUTHORITY AND POWER TO SO ACT
AND THAT SUCH CONTRACT IS IN PROPER FORM AND IS PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: 
GERARD F. FEENEY
CORPORATION COUNSEL

APPENDIX "C"

Peer Support Program Policy

WHEREAS, the City of Rome (hereinafter the "City"), and the Philip S. McDonald Police Benevolent Association (hereinafter the "PBA") recognize the importance of having a comprehensive Peer Support Program Policy,

NOW, THEREFORE, the City and the PBA have joined together in establishing a Peer Support Program Policy, and agree and stipulate as follows:

PURPOSE

The purpose of the Peer Support Program Policy is to ensure:

- a. The Rome Police Department recognizes that employees by virtue of the law enforcement profession, may encounter emotional and psychological trauma resulting from exposure to critical incidents and daily life stressors. The Rome Police Department shall assist its members to understand the impact of such critical incidents by providing non-professional peer support services and/or referral information for professional counseling.
- b. The Rome Police Department has developed a Peer Support Program in an effort to minimize the adverse psychological impact of critical incidents and to develop Peer Support Advisors to identify personal conflicts; and provide guidance or referral to professional resources as required.
- c. All members of the Rome Police Department understand the Peer Support Program is not a substitution for evaluation or treatment by a licensed mental health professional or licensed physician.
- d. The understanding of the Rome Police Department personnel of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for substance abuse.
- e. Any confidential information learned as a result of this policy may not be used by the City or the Department against the employee.

DEFINITIONS

Peer Support Program – A voluntary employment assistance program, designed to assist in the identification and resolution of employee concerns, and offer assistance or appropriate resource information to employees during times of personal and professional problems, which may adversely affect an employee's personal or professional well-being or job performance.

Peer Support Program Coordinator – The employee designated by the Chief of Police to coordinate and administer the Peer Support Program.

Peer Support Advisor – An employee who, by virtue of their prior experience, training, or self-interest, has expressed a desire and is selected to provide support for peers.

Peer Support Board – A panel of three members, consisting of the Chief of Police, the Peer Support Program Coordinator, and one Peer Support Advisor.

Critical Incident – Any incident which could cause severe physical or mental injury, usually due to an external agent. Traumatic events may include, but are not limited to:

- a. Employee involved in the use of deadly force.
- b. Assault on an employee involving a deadly weapon or dangerous instrument.
- c. Employee is witness to a suicide or violent death.
- d. Serious injury, illness, or death of an employee or family member.
- e. Catastrophic incidents involving the loss of life.
- f. Investigations involving death, such as that of an infant.

Peer Support Participant – Any employee or their family member, who voluntarily seeks assistance from the Peer Support Program.

Peer Support Contact -- Any dialogue between Peer Support Advisors and a Peer Support Participant, to discuss the emotional, psychological, or physical effects associated with a critical incident, grief, substance use, or similar personal problem.

Confidential Information – The content, nature, or identities of participants involved in any Peer Support Contact.

- I. Exceptions to confidential information shall include the following:
- a. Immediate danger to self.
 - b. Immediate danger to others.
 - c. Suspected child abuse.
 - d. Domestic violence.
 - e. Elder abuse.
 - f. In cases where Federal or New York State Law requires disclosure.
 - g. Self-disclosure by the Peer Support Participant to anyone other than a Peer Support Advisor or the Peer Support Program Coordinator.
 - h. With the expressed consent of the Peer Support Participant.

PROGRAM STRUCTURE

The Peer Support Program is comprised of departmental personnel. These individuals have specialized ongoing training in assisting others and their families in dealing with the immediate adverse psychological and physiological reactions to critical incidents.

The Peer Support Advisor shall be on-call for immediate deployment, to include responding to the scene of a critical incident, as designated by the Peer Support Program Coordinator.

The Peer Support Advisor will provide assistance to employees and their families as necessitated by the scope of the critical incident.

CONFIDENTIALITY

The City recognizes the importance of protecting “confidential information” to promote trust, allow appropriate anonymity, and encourage honest communication between the Peer Support Advisor and the Peer Support Participants.

No employee of the City, or member of the PBA will attempt to elicit or disclose what they reasonably know to be “confidential information” to anyone outside of the Peer Support Program. “Confidential information” learned by the City as a result of an employee’s participation in the Peer Support Program, cannot be used against an employee.

PEER SUPPORT ADVISOR ASSIGNMENT, REMOVAL, AND COMPENSATION

Peer Support Advisors are appointed by two or more affirmative votes of the Peer Support Board.

Peer Support Advisor applicants will be evaluated by the Peer Support Board based upon the applicant's ability to maintain confidentiality, exhibit effective interpersonal skills, be self-motivated, and manage time effectively to meet the responsibilities of a Peer Support Advisor, while having minimal impact on their normal job duties. An interview may be required as part of the application process, at the discretion of the Peer Support Board.

Peer Support Advisors agree to volunteer their time and if practical, respond by phone or in person at any hour. Peer Support Advisors and/or the Peer Support Coordinator shall be compensated in accordance with CBA Article XX- OVERTIME and Article XXI – RECALL TIME for support duties related to a critical incident call out.

Peer Support Advisors may withdraw from participation at any time after notifying the Peer Support Coordinator.

Peer Support Advisors may be removed or suspended from the Peer Support Program by two or more affirmative votes of the Peer Support Board.

SCHEDULE A

PHILIP S. MACDONALD POLICE BENEVOLENT ASSOCIATION 2023 - 2025 WAGE SCALE

| POLICE OFFICER | | STEP 0 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|----------------|-------|----------|----------|----------|----------|----------|----------|----------|----------|
| YEAR | | | | | | | | | |
| 2023 | AMT | 51,067 | 53,018 | 55,124 | 58,918 | 63,005 | 67,196 | 73,956 | 80,704 |
| 2023 Hourly | | 24.5514 | 25.4894 | 26.5019 | 28.3260 | 30.2909 | 32.3058 | 35.5558 | 38.8000 |
| 2023 OT Rate | | 36.8272 | 38.2341 | 39.7529 | 42.4889 | 45.4363 | 48.4587 | 53.3337 | 58.2000 |
| 2023 bwkly | | 1,964.12 | 2,039.15 | 2,120.15 | 2,266.08 | 2,423.27 | 2,584.46 | 2,844.46 | 3,104.00 |
| YEAR | | | | | | | | | |
| 2024 | 3.50% | 52,854 | 54,873 | 57,053 | 60,981 | 65,210 | 69,548 | 76,544 | 83,529 |
| 2024 Hourly | | 25.2168 | 26.1797 | 27.2201 | 29.0941 | 31.1117 | 33.1812 | 36.5193 | 39.8515 |
| 2024 OT Rate | | 37.8252 | 39.2695 | 40.8302 | 43.6411 | 46.6676 | 49.7718 | 54.7790 | 59.7772 |
| 2024 bwkly | | 2,017.34 | 2,094.38 | 2,177.61 | 2,327.52 | 2,488.94 | 2,654.50 | 2,921.54 | 3,188.12 |
| YEAR | | | | | | | | | |
| 2025 | 3.50% | 54,704 | 56,794 | 59,050 | 63,115 | 67,493 | 71,982 | 79,223 | 86,452 |
| 2025 Hourly | | 26.1994 | 27.2003 | 28.2808 | 30.2277 | 32.3240 | 34.4742 | 37.9418 | 41.4043 |
| 2025 OT Rate | | 39.2990 | 40.8004 | 42.4211 | 45.3416 | 48.4860 | 51.7112 | 56.9127 | 62.1064 |
| 2025 bwkly | | 2,095.95 | 2,176.02 | 2,262.46 | 2,418.22 | 2,585.92 | 2,757.93 | 3,035.35 | 3,312.34 |

POLICE OFFICER PATROL GRADES

| YEAR | FIVE TO NINE YRS | TEN TO FOURTEEN | FIFTEEN YRS & OVER |
|-------------|------------------|-----------------|--------------------|
| | | YRS | |
| 2023-2025 | 500 | 900 | 1400 |
| 2023 Hourly | 0.2404 | 0.4327 | 0.6731 |
| 2024 Hourly | 0.2385 | 0.4294 | 0.6679 |
| 2025 Hourly | 0.2395 | 0.4310 | 0.6705 |

LONGEVITY

| | |
|--------------|-------------|
| After 5 yrs | \$ 950.00 |
| After 10 yrs | \$ 1,150.00 |
| After 15 yrs | \$ 1,300.00 |
| After 20 yrs | \$ 1,500.00 |

PHILIP S. MACDONALD POLICE BENEVOLENT ASSOCIATION 2023 - 2025 WAGE SCALE

| YEAR | | SGT | DET | LT | CAPTAIN |
|--------------|-------|----------|----------|----------|----------|
| 2023 | AMT | 86,757 | 90,388 | 92,003 | 95,231 |
| 2023 Hourly | | 41.7101 | 43.4558 | 44.2322 | 45.7841 |
| 2023 OT Rate | | 62.5651 | 65.1837 | 66.3483 | 68.6762 |
| 2023 bwkly | | 3,336.81 | 3,476.46 | 3,538.58 | 3,662.73 |
| YEAR | | | | | |
| 2024 | 3.50% | 89,793 | 93,552 | 95,223 | 98,564 |
| 2024 Hourly | | 42.8404 | 44.6334 | 45.4309 | 47.0248 |
| 2024 OT Rate | | 64.2606 | 66.9501 | 68.1463 | 70.5373 |
| 2024 bwkly | | 3,427.23 | 3,570.67 | 3,634.47 | 3,761.99 |
| YEAR | | | | | |
| 2025 | 3.50% | 92,936 | 96,826 | 98,555 | 102,014 |
| 2025 Hourly | | 44.5097 | 46.3726 | 47.2006 | 48.8572 |
| 2025 OT Rate | | 66.7646 | 69.5588 | 70.8009 | 73.2858 |
| 2025 bwkly | | 3,560.78 | 3,709.80 | 3,776.05 | 3,908.58 |

DWI PAY RATES

(Top Police Officer Step w/ Top Patrol Grade Rate x 1.5)

| | |
|-------------|---------|
| 2023 Hourly | 59.2096 |
| 2024 Hourly | 60.7791 |
| 2025 Hourly | 63.1122 |

APPENDIX "B"

Drug and Alcohol Policy and Testing Plan

WHEREAS, the City of Rome (hereinafter the "City"), and the Philip S. McDonald Police Benevolent Association (hereinafter the "PBA") recognize the importance of having a comprehensive Drug and Alcohol Testing policy and plan,

NOW, THEREFORE, the City and the PBA have joined together in establishing a Drug and Alcohol Policy and Testing Plan, and agree and stipulate as follows:

PURPOSE

The purpose of the Drug Policy and Testing Plan is to ensure:

(A) A work environment where not only the citizens of the City of Rome, but the Rome Police Department personnel, are free from the risk of personnel who may be using illegal drugs.

(B) The capability of all Rome Police Department personnel to perform their assigned duties at all times without being under the influence of drugs.

(C) That members of the Rome Police Department share in the responsibility and understanding that when members of this Department, who may be using illegal drugs at any time, he/she is a detriment to themselves, other members of this Department and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct.

(D) The understanding of the Rome Police Department personnel of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for drug use.

(E) That Police Department personnel are cognizant of the ramifications of the use of
illegal drugs at any time.

(F) Any medical information learned as a result of this Policy that is not relevant to the
purpose of this Policy may not be used by the City or the Department against the
employee.

DEFINITIONS

COVERED EMPLOYEES: All employees of the Rome Police Department.

MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

SUBSTANCE ABUSE PROFESSIONAL (SAP): A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of controlled substances-related disorders.

DESIGNATED EMPLOYER REPRESENTATIVE (DER): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

ADULTERATED SPECIMEN: A urine specimen into which the employee has introduced a foreign substance.

DILUTE SPECIMEN: A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

SUBSTITUTED SPECIMEN: A specimen that has been submitted by the employee in place of his/her own urine.

BLOOD ALCOHOL CONCENTRATION (BAC): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

EVIDENTIAL BREATH TESTING DEVICE (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

BREATH ALCOHOL TECHNICIAN (BAT): An individual who instructs and assists individuals in the Alcohol testing process and operates an EBT.

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS): Formerly National Institute of Drug Abuse.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):

EMPLOYEE ASSISTANCE PROGRAM (EAP)

(A) Personnel of the Rome Police Department have the availability of the Employee

Assistance Program to seek assistance and/or rehabilitation in coping with problems of drug dependency and/or abuse.

(B) Personnel seeking assistance shall notify either the coordinator of the Employee Assistance Program or contact the designated EAP agency. Contacts to these programs are under strict confidentiality.

(C) Personnel may also be referred by another member of this Department. Any such referral shall maintain confidentiality for the affected member.

(D) The Rome Police Department will grant a maximum total of two (2) sick leave periods during the member's career, as prescribed by the EAP Coordinator, a licensed counselor, and/or SAP for a member to receive treatment for drug dependency. A sick leave period will not be granted within twelve (12) months of a previous leave period.

(E) Entry and participation in such treatment and rehabilitation must occur prior to the employee selection for random drug testing or selection for reasonable suspicion or post-incident testing.

PROHIBITIONS

Alcohol Prohibitions

Employees must not:

- Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher;
- Possess alcohol while on duty, use, or be under the influence of alcohol;
- Refuse to submit to a required alcohol test;

- Refuse to submit to any test.
-

Controlled Substance Prohibitions

Employees must not:

- Report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job duties;
- Refuse to submit to any test;
- Adulterate, substitute or dilute any required specimen.

TESTING

Pre-Employment

Conducted before applicants are hired.

Random

Conducted on a random unannounced basis.

- Tests must be unannounced spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

Reasonable Suspicion

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of the influence of controlled substances. The City will require that two (2) trained supervisors or department officials verify and document the behavior.

Post Accident

Conducted following every motor vehicle accident, which results in personal injury or more than five thousand (\$5,000.00) in property damage. Should an employee require medical attention then that shall take precedence over the testing. Drug testing must occur within thirty-two (32) hours after the accident. If unable to test as required above, documentation as to why testing wasn't done must be provided.

Return to Duty

Conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use misuse; the employee shall undergo a "Return to Duty" drug test with a verified negative result, after completion of any recommended treatment program or action.

Follow-Up

Following a positive test and subsequent return to work, unannounced follow-up drug testing will be required. A minimum of six (6) follow-up drug tests will be administered in the first twelve (12) months. An employee may be subject to follow-up testing for up to sixty (60) months after return to duty upon the recommendation made by the Substance Abuse Professional.

TESTING PROTOCOL

Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol. In a post-accident testing mode a blood test for alcohol may be administered if a breath test is impractical.

A qualified provider will conduct all drug and alcohol collections. The Rome Police Department is deemed a qualified provider for alcohol testing.

Drug Testing

Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised.

Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSN/DHHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the City will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion."

The Medical Review Officer (MRO) is responsible for:

- The Notification Procedure

Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.

The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least twenty four (24) hours using reasonable efforts.

- Documenting the attempts to contact the employee with dates and times.
- Contacting the Designated Employer Representative (DER).

TESTING STANDARDS

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

Initial Test Level (ng/ml)

Marijuana Metabolite 100 or 50*

Cocaine Metabolite 300

Opiate Metabolites 300**

Phencyclidine 25

Amphetamines 1000

Steroids Levels to be determined

* = Dependent upon laboratory set-up

** = 15 ng/ml if immunoassay specific for free morphine.

Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GM/MS test on a urine specimen that tested positive using a technologically different initial screening method:

Confirmatory Test

Level (ng/ml)

Marijuana Metabolite 15(1)

Cocaine Metabolite 150(2)

Opiates:

Morphine 300

Codeine 300

Phencyclidine 25

Amphetamines:

Amphetamine 500

1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

2) Benzoylcegonine

Steroids Levels to be determined

ALCOHOL TESTING

Confirming alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved devices for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to a preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded.

The confirmation test, if required, must be conducted using an EBT that prints out the result, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results. In the event an employee tests positive for alcohol they may request that they be transported to a Rome hospital or other mutually agreed facility for a confirming blood test. Test results should be sent to the employee and the Department. The employee shall be responsible for the cost of the blood test, however the City shall reimburse the cost if the test shows no alcohol content.

TESTING PROCEDURES

Random Testing

Drug Testing

Employees will be tested at a designated testing facility.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home.

Alcohol Testing

Employees will be tested at a designated testing facility.

Upon receipt of a negative test result (under 0.02%), the employee will return to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

Reasonable Suspicion

Drug Testing

Employee must be transported to the testing facility. Upon completion of the testing, the employee will be transported home until the results are received by the (DER).

Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits and he/she shall be awarded two (2) additional vacation days.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be terminated from employment.

Alcohol Testing

The City will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary.

Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits, and he/she shall be awarded two (2) additional vacation days.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

The "Reasonable Suspicion Form", if the test result is positive, will be included in the employee's personnel file. If the test result is negative the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered

employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

Post Accident

Drug Testing

The City will be responsible for transporting the employee to and from the collection facility.

Until the City receives the test results, the employee will not be allowed to perform his or her job duties.

Upon receipt of a negative test result, the employee will return to full duties.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home.

Alcohol Testing

The City will be responsible for transporting the employee to and from the testing facility and/or home.

Upon receipt of a negative test result, the employee returns to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work, the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

Follow-Up

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for drug use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 60 months after return to duty.

Test Results

All records are considered confidential and will not be shared with other employees. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled, upon written request, to obtain copies of any records concerning his/her use of drugs, including any test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the City may release this information to the relevant parties.

CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All covered employees must submit to drug testing.

REFUSAL to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the employer.
- Refusal to sign the certification provided by the Technicians.
- Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the City shall direct the employee to obtain an evaluation from a licensed physician acceptable to the City, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevented the employee from providing an adequate sample the failure

shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal.

- Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or dilution of specimen.
- Claiming illness after notification of testing.

ALCOHOL TEST CONSEQUENCES

A test measurement of less than or equal to .019 alcohol concentration will allow the employee to return to work.

A test measurement of 0.020 to 0.049 alcohol concentration will cause the employee to be suspended without pay for that tour. The employee will be allowed to return to work at the next assigned tour when that employee is tested immediately prior to returning to work and the results of such testing indicate the employee has a 0.00 concentration. Any employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four (24) month period shall be immediately suspended without pay for fourteen (14) calendar days.

A test measurement of 0.05 or greater will cause the employee to be suspended immediately without pay for thirty (30) calendar days. Any additional disciplinary measure will be subject to standing grievance and arbitration procedures outlined by the Collective Bargaining Agreement or Section 75 of the Civil Service Law. Prior to returning to work, an employee must receive a certification from a Substance Abuse Professional (SAP) that the employee is able to perform their full duties. Suspension without pay will continue until such certification is received. While out for fourteen (14) days suspension, the employee needs to obtain certification from a Substance Abuse Professional (SAP) that employee is fit for duty. Any member who tests

PART "A"

Reasonable Cause

Drug and Alcohol Testing Checklist

SECTION ONE (To be completed by Police Chief or his designee)

Name of Employee: _____

Rank: _____

Nature of incident/cause of suspicion:

Behavioral indications noted, if any:

Physical signs or symptoms noted, if any:

Witness, corroboration, etc.:

Has the employee taken any medication(s) in the past four weeks? _____

If yes, list medication(s), quantity, and last date taken:

Signature of Police Chief or designee: _____

Date: _____

SECTION TWO (To be completed by Corporation Counsel's office when reasonable and practicable)

Attorney contacted: _____

Attorney's determination (test or do not test):

Attorney's signature:

Date: _____



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

November 29, 2023

FN 20 23 393

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Patagonia Health, Inc.

Dear Mr. Picente,

Attached please find a proposed agreement between Oneida County, through its Health Department (OCHD) and Patagonia Health, Inc. for electronic health record and practice management services for the Health Clinic.

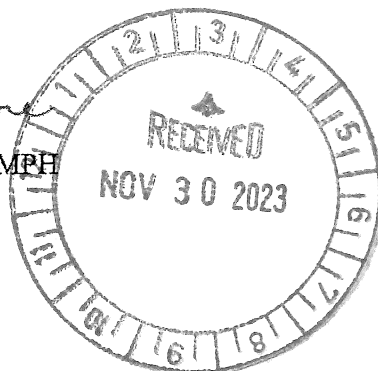
Patagonia Health, Inc. has developed a HIPAA compliant, cloud-based subscription service which will enable medical professionals at the OCHD Health Clinic to maintain patient electronic medical records and practice management systems within Patagonia Health, Inc.'s software on its secure network and using its database repository. Patagonia Health, Inc. was selected based on the proposal it submitted in response to an RFP issued by OCHD. Current electronic health record provider eClinicalWorks, LLC did not submit a response to the RFP.

The term of this agreement commences on the Service Effective Date and continues for a five year term. The total amount of this agreement shall not exceed \$204,425.80 which consists of 45% Federal (\$91,991.61), 20% State (\$40,885.16), and 35% County (\$71,549.03) funding.

If this agreement meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Daniel W. Gilmore, PhD, MPH
Director of Health



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 11-29-23

Attachments

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST., UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST., UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST., UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST., UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: PUBLIC HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Patagonia Health, Inc.
15100 Weston Parkway, Suite 204
Cray, North Carolina 27513

Title of Activity or Service:

HIPPA compliant cloud based electronic health record and practice management systems for OC Health Clinic

Proposed Dates of Operation:

Service Effective Date through a five year term

Client Population/Number to be Served:

Oneida County residents who are served by OC Health Clinic

Summary Statements

1) Narrative Description of this Agreement:

Patagonia Health will provide a HIPAA compliant cloud based electronic health record and practice management system for the Oneida County Health Clinic. Systems will utilize Vendor’s software on Vendor’s secure network and use Vendor’s database repository.

2) Program/Service Objectives and Outcomes: To provide a HIPAA compliant EHR and practice management system for the OC Health Clinic.

3) Program Design and Staffing: (N/A)

Total Funding Requested: \$204,425.80

Account # A4010 4012.495

Oneida County Dept. Funding Recommendation: \$204,425.80

Proposed Funding Sources (Federal \$/ State \$/County \$):

Federal: 45% (\$91,991.61) State: 20% (\$40,885.16) County: 35% (\$71,549.03)

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)



<http://www.patagoniahealth.com>

SALES AGREEMENT



1. Sales Agreement

Presented to

Oneida County - NY

10/3/2023

Presented by

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

Contact

Matt Fontaine

O: (919) 345-5562

matt@patagoniahealth.com



<http://www.patagoniahealth.com>

SALES AGREEMENT

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective on the date of the last party's signature hereto ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, **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, by and through its **Health Department** ("Client" or "Subscriber") with offices located at 185 Genesee Street, Utica, New York 13502.

HIPAA BUSINESS ASSOCIATE AGREEMENT

WTNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502l and 164.504(e).

8. NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows: **1. Definitions**
Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.
5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.
6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.
7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:



<http://www.patagoniahealth.com>

SALES AGREEMENT

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.
2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR Part 164.504 (e)(2)(i)(B).
4. The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.



<http://www.patagoniahealth.com>

SALES AGREEMENT

4. Term and Termination

1. Term. The term of the obligations under this HIPAA Business Associate Agreement shall become effective on the Service Effective Date, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.
2. Termination for Cause. Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

1. Regulatory References. A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
3. Interpretation. Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.



<http://www.patagoniahealth.com>

SALES AGREEMENT

SUBSCRIBER SERVICES AGREEMENT

Introduction: Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository. Subscriber is an organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Service Provisions

1.1 Software

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.
2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(2.)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.
3. Except as represented in this Agreement, all work products are provided "as is", and the Subscriber will have access to purchased functionality as it exists as of the date of contract execution. Any custom work requested beyond existing functionality will be charged, once approved by the Subscriber, at \$180/hr, plus a maintenance fee if applicable, or at the then prevailing rates. Vendor reserves the rights and final say on technical, architectural, functional, and process related decisions as it relates to the solution. Vendor reserves the right to decline sharing of any sensitive or proprietary information related to the solution or organization. Such details include, but are not limited to, documentation of internal policies, procedures and processes, technical diagrams, product design, internal audits, internal performance metrics, and internal hardware and software details. Vendor reserves the rights and full control over Vendor's internal policies, procedures, and processes, including relationships with business partners and subcontractors.

1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 Service

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.
3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.
4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via check, upon receipt of a Subscriber approved voucher. Vendor reserves the right to suspend Services upon ten (10) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

3. Limited Warranties

3.1 Vendor Warranties

Vendor warrants to Subscriber:



<http://www.patagoniahealth.com>

SALES AGREEMENT

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.
 2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.
 3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.
- 3.2 Subscriber Warranties**
Subscriber warrants to Vendor:
1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
 2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.
- 4. Disclaimers**
Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.
- 5. Intellectual Property**
Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.
- 6. Confidentiality**
Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. The use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service shall only be permitted with the written consent of the Subscriber.
- 7. Term and Termination**
This Agreement shall be in effect for a five year term from the Service Effective Date. The Service Effective Date. The term of this Agreement shall automatically renew for subsequent one-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.
- 8. Indemnification; Limitation of Liability**
Vendor shall indemnify, defend and hold harmless the Subscriber from any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorneys' fees), and other liabilities of every name and description, which may occur or in any way arise out of Third Party (as defined herein) action or Third Party claim due to: (a) Vendor's breach of this Agreement; (b) Vendor's violation of applicable law; (c) Vendor's gross negligence; or (d) the infringement of such Third Party's intellectual property rights, to the extent caused by Vendor. For purposes of this Section 8, the term "Vendor" includes its owners, agents, employees, partners or subcontractors. Vendor shall not be required to indemnify the Subscriber from and against the portion of any loss or damage to the extent arising from the Subscriber's act or failure to act. For purposes hereof, "Third Party" means a third party that is not owned or controlled by, not under common control with, and that does not control, the County.
- If the use of any of Vendor's intellectual property is enjoined for any reason or if Vendor believes that it may be enjoined, Vendor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Subscriber the right to continue using such intellectual property; or (ii) modify such intellectual property so that it becomes non-infringing and is at least equal quality and performance; or (iii) replace such intellectual property with intellectual property that is non-infringing and is at least equal quality and performance. Vendor shall not be obligated to indemnify that portion of a claim or dispute based solely upon the Subscriber's unauthorized: (A) modification or alteration of the product, material or service; (B) use of the product, material or service in combination with other products not furnished by Vendor; or (C) use of the product, material or service in other than the specified operating conditions and environment.



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SALES AGREEMENT

Subscriber shall indemnify, hold harmless and defend Vendor, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from or related to Subscriber's performance under this Agreement to the extent caused by any negligent or culpable act or omission of the Subscriber or the Subscriber's officers, agents, employees, servants or subcontractor(s) and/or any infringement of a third party's rights caused by the Subscriber.

Except to the extent of a party's gross negligence or willful misconduct, or to the extent arising in connection with such party's indemnification obligations hereunder, in no event will such party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, indirect, punitive, exemplary, cover, remote, or consequential damages whether or not such party has been advised of the possibility of such damages. Except to the extent arising in connection with a party's indemnification obligations hereunder, in no event will such party's total aggregate liability exceed the amount actually paid by the Subscriber hereunder during the twelve (12)-month period ending on the date of the cause of action underlying such liability. In connection with Vendor's indemnification obligations hereunder, in no event will its total aggregate liability exceed the greater of the amount actually paid by the Subscriber hereunder during the twelve (12)-month period ending on the date of the cause of action underlying such obligation and two million dollars (\$2,000,000).

8.1 **Insurance:** During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY

Umbrella Coverage \$5,000,000

Workmen's Compensation and Employer's Liability

| | |
|-----------------------|---|
| Workers' Compensation | AS REQUIRED BY STATUTE |
| Employer's Liability | \$100,000 bodily injury for each accident \$100,000 each employee for disease \$500,000 disease aggregate |

Commercial General Liability

| | |
|---------------|--|
| Bodily Injury | \$1,000,000 each occurrence \$2,000,000 aggregate |
|---------------|--|

Comprehensive Automobile Liability

| | |
|----------------|-------------|
| Combined Limit | \$1,000,000 |
|----------------|-------------|

Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury

\$5,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber and add Oneida County as an additional insured. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

9. General Provisions

9.1 Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

9.2 Force Majeure

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Governing Law

All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction.

9.4 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

9.5 No Agency

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.6 Waiver

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.7 Severability

Confidential. Copyright© 2023 Patagonia Health, Inc.

15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4760 | Email info@patagoniahealth.com

Ver 1 - 2023103-11:41AM



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SALES AGREEMENT

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.8 Survival

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

9.9 Taxes

The fees listed in this Agreement (including the Order Form) shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes; there shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on Vendor net income. If the Vendor is found to be responsible for the withholding and payment of taxes on behalf of the Subscriber, Subscriber agrees to indemnify Vendor with respect to the full amount of taxes due, together with applicable interest and penalties. If Subscriber is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to completely offset such tax so that the amount remitted to the Vendor, net of all taxes, equals the amount invoiced or otherwise due. The Subscriber is responsible for notifying Vendor of, and providing Vendor with, an exemption certificate if any of these taxes are not applicable.

9.10 Entire Agreement

This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.



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SALES AGREEMENT

ORDER FORM

Term: ORDER FORM

This Agreement will run for a term of five (5) years from the Service Effective Date. All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after the first year, are charged at the then current rates.

Marketing: Permission for use of Client's name in Vendor's marketing material including videos and case studies shall be obtained in writing from the Client.

| Item / Description | Quantity | One-Time Upfront Charge | Monthly Subscription Fee |
|---|----------|-------------------------|--------------------------|
| Includes: Named Users | 15 | Included | Included |
| Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system. | | | |
| Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade. | | | |
| Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises. | | | |
| Includes Electronic Prescription (Surescripts Gold Certified), no separate or additional per provider charges | | | |
| Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges. | | | |
| Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades | | | |
| Patient portal (meaningful use compliant), no separate or additional charges for users | | | |
| Secure Messaging (staff to staff and agency to patient). | | | |
| Two Factor Authentication (TFA) | | | |
| NY State Immunization (NYSIS) Interface : bi-directional - Monthly | | Included | Included |
| Immunization Inventory App | | Included | Included |
| Appointment Adherence App | | Included | Included |
| Immunization Barcode scanning software. | | Included | Included |
| Pharmacy App | | Included | Included |
| Electronic Patient Consent forms with editor tool included. | 5 | Included | Included |
| Communicator App | | Included | Included |



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SALES AGREEMENT

| Item / Description | Quantity | One-Time Upfront Charge | Monthly Subscription Fee |
|---|----------|-------------------------|--------------------------|
| Electronic Fax | 1 | Included | Included |
| Patient ID Scanning Feature - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer). | 1 | Included | Included |
| Telehealth App. Quantity shows the number of video bundles. Each bundle represents 176 video hours, enough for 88 one-hour one on one sessions. If actual usage exceeds the number of video hours shown, additional charges will apply. | | Included | Included |
| Time & Effort Tracking App. | | Included | Included |
| # of Onsite Training Days (Other) (Note: Days quoted are per person days). | 4 | Included | NA |
| Training (Videos): Unlimited, on-demand, access by each user to built in of training videos. | | Included | NA |
| Mass Vaccination App-an integrated solution for simplifying vaccinations en masse | | Included | Included |
| Contactless Patient Experience (CPX)— Allows for patient self scheduling, remote registration, online check-in, and forms review - Monthly | | Included | Included |
| Management Dashboard App. | 1 | Included | Included |
| Direct Messaging - Send patient records as referrals to other providers in the community in standard CCDA format. | | Included | Included |
| Interface: Labcorp or Quest: Results & Orders. | | Included | Included |
| SFTP Pdf bulk upload (Frequency of updates - One time) | | Included | Included |

| Total Payments | |
|--|-------------|
| 1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date. | \$2,106.50 |
| 2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$60,725.00) + Training (\$11,000.00) + first monthly subscription fees (1 * \$2,106.50/month) = \$73,831.50. | \$73,831.50 |



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SALES AGREEMENT

5-Year Price:

| Payments | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year | Total 5 Years |
|------------------------------|-------------|-------------|-------------|-------------|-------------|---------------|
| Payments to Patagonia Health | \$92,790.00 | \$26,289.12 | \$27,340.68 | \$28,434.31 | \$29,571.68 | \$204,425.80 |



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SALES AGREEMENT

PAYMENT SCHEDULE OPTIONS:

| | |
|---|---|
| OPTION A (Payment Terms): | Initial to Accept Option A: _____ |
| (a) Upfront Payment (implementation, training and first month's payment): | \$73,831.50 <i>(Due within 30 days of contract date)</i> |
| (b) Ongoing Monthly. First 2 months free. Each monthly Payment: | <u>\$2,106.50</u> |
| (c) Total First Year Payments (\$73,831.50 + 9 * \$2,106.50): | <u>\$92,790.00</u> |

| | |
|--|--|
| OPTION B (All Annual Payments, each year, paid in advance): | Initial to Accept Option B: _____ |
| (a) Total Year 1 Contract Amount: | \$92,790.00 |
| (b) Discount on only first year total payment (2%) | - <u>\$1,855.80</u> |
| (c) Total Payment after discount for Year 1: | <u>\$90,934.20</u> <i>(Due within 30 days of invoice/contract date)</i> |



<http://www.patagoniahealth.com>

SALES AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Vendor (Patagonia Health, Inc.)

Signature: 
41CEECAB8E274C8...

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

Client

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

FORM INSTRUCTIONS

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 202, Midenhall Way, Cary, NC 27513
(Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)

Please call your representative with any question.



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR. | DANIEL W. GILMORE, PH.D., MPH
ONEIDA COUNTY EXECUTIVE | DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

November 29, 2023

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 23 - 394

HEALTH & HUMAN SERVICES

Re: Amendment with Onondaga County

Dear Mr. Picente,

WAYS & MEANS

Attached please find a proposed Amendment to an Agreement between Oneida County, through its Health Department, and Onondaga County for the provision of medical examiner services.

The purpose of this Amendment is three-fold. First, it expands the Forensic Investigator program and increases staffing from one to three full-time investigators to meet increased need. Second, this Amendment contributes funds towards the purchase of a Liquid Chromatography/Mass Spectrometer ("LC-MS/MS"), which will enhance the forensic toxicology and drug overdose surveillance program by expanding toxicology testing capabilities and providing the Overdose Response Team with more detailed information regarding drug use trends in Oneida County. Finally, this Amendment will extend the current Agreement for five years with the extension ending December 31, 2028.

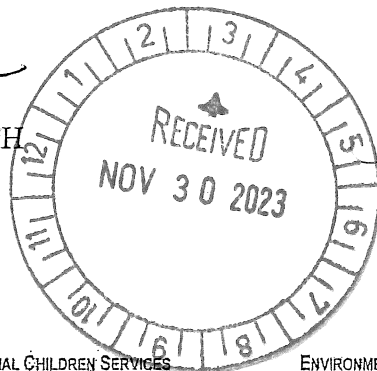
Oneida County Health Department received \$100,000.00 from the Bureau of Justice Assistance which covers 100% of Oneida County's contribution toward the LC-MS/MS. The remaining cost of this Amendment and the five year extension of the Agreement will not exceed \$6,625,000.00. The total cost of this Amendment will not exceed \$6,725,000.00.

If this Amendment meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Daniel W. Gilmore, PhD, MPH
Director of Health

Attachments



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.
County Executive

Date 11-29-23

ADMINISTRATION

ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 268-6138

SPECIAL CHILDREN SERVICES

ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-8249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH

ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES

406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

| | |
|--------------------|--------------|
| Competing Proposal | _____ |
| Only Respondent | _____ |
| Sole Source RFP | _____ |
| Other | <u> X </u> |

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Onondaga County
Medical Examiner’s Office
John H. Mulroy Civic Center
421 Montgomery Street
Syracuse, New York 13202

Title of Activity or Service: Medical Examiner services, Liquid Chromatography/Mass Spectrometer (“LC-MS/MS”)

Proposed Dates of Operation: January 1, 2024 through December 31, 2028 (extension)

Client Population/Number to be Served: Oneida County

Summary Statements:

1) Narrative Description of Proposed Services:

The Onondaga County Medical Examiner’s Office provides full Medical Examiner services for Oneida County. This Amendment will expand the Forensic Investigator program by increasing the number of full-time investigators who provide scene investigations in Oneida County. This Amendment will also partially fund a LC-MS/MS, which expands Onondaga’s toxicology testing capabilities by providing higher accuracy and better limits of detection samples.

2) Program/Service Objectives and Outcomes:

The expansion of the Forensic Investigation program will meet the increased demand in Oneida County. The LC-MS/MS will enhance the forensic toxicology and drug overdose surveillance program by providing the Overdose Response Team with more detailed information regarding drug use trends in Oneida County.

3) Program Design and Staffing

This Amendment increases the current staffing by two Forensic Investigators.

Total Funding Requested: \$6,725,000.00

Account #: A1186-1186-195-130

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$6,625,000.00
\$100,000.00 of Federal grant funds for LC-MS/MS

Cost Per Client Served: N/A

Past Performance Data: Onondaga has provided Medical Examiner services since 2019.

O.C. Department Staff Comments: N/A

AMENDMENT #1

The County of Onondaga (Onondaga) and the County of Oneida (Oneida) understand and agree that:

Oneida and Onondaga entered into an agreement for medical examiner services dated November 16, 2018 (Onondaga contract number 31218; Oneida contract number 63602) (the "Original Agreement").

The Original Agreement is hereby amended pursuant to this agreement ("Amendment") such that:

1) Triple Quadrupole Liquid Chromatography/Mass Spectrometer ("LC-MS/MS").

Oneida has received funds through a Partnerships to Support Data-Driven Responses to Emerging Drug Threats Grant from the Centers for Disease Control and Prevention, Federal Bureau of Justice Assistance, and Health Research, Inc. ("Grant") for the purpose of developing and expanding an Overdose Data to Action Program. Onondaga provided Medical Examiner Services including toxicology reports provided to Oneida's Opioid Overdose Response Team for data collection and analysis. As part of the Grant application, Oneida submitted a request to partially fund a LC-MS/MS in order to expand Onondaga's toxicology testing capability by providing higher accuracy and better limits of detection of samples, which would provide more detailed information regarding drug use in Oneida County.

The LC-MS/MS utilizes a highly effective method to detect overdosed drugs, especially for drugs that are not detected by other screening methods or when there is no information about overdosed drugs. The LC-MS/MS will allow Onondaga to test for novel, counterfeit and/or emerging drugs that they do not currently have the capability to analyze. Oneida will use the data to enhance its current toxicology surveillance project and provide a more accurate representation of cause of death and drug trends.

Onondaga agrees that it will be the sole and original owner of said LC-MS/MS. Upon receipt of the LC-MS/MS, Onondaga will forward to Oneida, within 5 days of receipt, a copy of any bill of sale or other document that demonstrates Onondaga's receipt and ownership of the LC-MS/MS. Said documentation shall be sent to:

Daniel Gilmore
Oneida County Department of Health Adirondack Bank Building
185 Genesee Street, 5th floor Utica, New York 13501

Payment shall be made by Oneida to Onondaga in the one-time lump sum of \$100,000.00 for its share of the LC-MS/MS cost within 30 days of Oneida's receipt of the aforesaid bill of sale or other document demonstrating Onondaga's receipt and ownership of the LC-MS/MS. Provision of these funds does not imply any future LC-MS/MS funding commitment by Oneida.

Onondaga, as the sole and original owner of the LC-MS/MS, agrees that it is solely responsible for the use, storage, and maintenance of the LC-MS/MS. Onondaga further agrees that Oneida is not responsible for any defects in the LC-MS/MS and that in the event there is any defect in the equipment, Onondaga is solely responsible for notifying the manufacturer and/or distributor from which the LC-MS/MS was purchased and for negotiating a resolution in the event such a defect is identified.

2) Term.

The "TERM" Section of the Original Agreement is hereby amended to extend the term through December 31, 2028.

3) Medicolegal Death Investigation.

Paragraph 1 of the "SCOPE OF SERVICES" Section of the Original Agreement shall be amended to read as follows:

"1. **Medicolegal Death Investigation:** Scene investigation services will be established by the Onondaga County Medical Examiner's Office (OCMEO) through three (3) full-time forensic investigator (FI) positions based in Oneida County, and assistant forensic investigator (AFIs) positions as necessary. A/FIs located in Oneida County will be managed per the following:"

4) Exhibit A - Contract Fee Schedule.

Exhibit A of the Original Agreement, which is Onondaga's Contract Fee Schedule, shall hereinafter refer to Onondaga's most recent adopted Contract Fee Schedule for any applicable year. A copy of the current 2023 Contract Fee Schedule is attached hereto and made a part hereof as Exhibit A.

5) Exhibit B – Release of Information Policy

Exhibit B of the Original Agreement, which is Onondaga's Release of Information Policy, shall hereinafter refer to Onondaga's most recent adopted Release of Information Policy for any applicable year. A copy of the current 2022 Policy is attached hereto and made a part hereof as Exhibit B.

6) Compensation.

The "COMPENSATION" Section, paragraphs four and five, of the Original Agreement, shall be amended to state:

"Reconciliation of personnel and non-personnel expenses will be completed annually, in or about February or March of the next contract year, and determined in accordance with actual costs, in an amount agreed upon by both parties.

Payment by responsible party will be made pursuant to this reconciliation within thirty (30) days of completion thereof."

The "COMPENSATION" Section of the Original Agreement shall include the following two new paragraphs between paragraphs three and four of the Original Agreement:

"For Years 2024-2028, the amount of annual compensation shall be calculated as follows: The base compensation shall be the total amount paid for the previous calendar year after the annual reconciliation. The base amount shall then be adjusted by the rate of increase or decrease in the Consumer Price Index for urban wage earners and clerical workers (CPI-W) for the preceding calendar year. The rate of increase shall at no time exceed three percent (3%).

For years 2024-2028, quarterly payments will be made at the end of each quarter with the exception of fourth quarter payments that will be made within thirty (30) days after the annual reconciliation is completed."

7) Payments.

The "PAYMENTS" Section of the Original Agreement shall include the following new paragraph between paragraphs two and three of the Original Agreement:

"For years 2024-2028, quarterly payments, as defined in the compensation section above, must be received at the end of each quarter with the exception of fourth quarter payments that will be made within thirty (30) days after the annual reconciliation is completed."

In all other respects, the Original Agreement, as amended herein, is hereby ratified and confirmed and continues in full force and effect.

In witness whereof, Onondaga and Oneida have executed the writing of this Amendment on the dates hereafter written.

COUNTY OF ONEIDA

By: _____ Date _____
Anthony J. Picente, Jr., County Executive

By: *Daniel W. Gilmore* Date 11-29-23
Daniel W. Gilmore, PhD, MPH, Director of Health

Approved

By: *Ellen S. Payhill*
~~Maryangela Scalzo, Deputy County Attorney-Health and Human Services-~~
Ellen S. Payhill, Assistant County Attorney

COUNTY OF ONONDAGA

By: *J. Ryan McMahan* Date 9-11-2023
J. Ryan McMahan, II, County Executive



**ONONDAGA COUNTY HEALTH DEPARTMENT
 MEDICAL EXAMINER'S OFFICE
 2023 FEE SCHEDULE**

| <u>Description</u> | <u>Fee</u> |
|--|-----------------------|
| Examinations (includes toxicology and other non-specialized laboratory testing as indicated) | |
| Autopsy Examination | \$3,110/case |
| Partial/Limited Autopsy Examination | \$2,300/case |
| External Examination | \$1,930/case |
| Special Autopsy Examinations (listed below) | \$4,176/case |
| Bariatric (BMI greater than or equal to 40) | |
| Homicide | |
| Initially Pending Manner of Death (age less than or equal to 3 years) | |
| Infectious (Biohazard) | |
| Exhumations | |
| Repeat autopsies | |
| Suspected Hazardous material | |
| Skeletal Examinations | |
| Human remains | \$3,214/case |
| Non-human remains | \$ 323/case |
| Prisoner/Inmate Autopsy Examination | \$4,821/case |
| Medical Examiner Case Review/ Death Certification Only | \$1,040/case |
| Non-Medical Examiner/Case Review | \$ 432/case |
| Specialized Testing and Consultations | At Cost |
| Eye Pathology, DNA Testing, Molecular/Genetic Testing, Cardiomyopathy Testing, Mass Fatality Incident | |
| On-Call Service* | \$ 858/date scheduled |
| <i>*On-call service may be requested when an outside county coroner/medical examiner is unable to cover death notifications. The OCMEO will receive all death notifications directly from law enforcement and other agencies to establish jurisdiction on behalf of the county requesting the service. Each date scheduled, regardless of the number of hours covered, will be charged at the flat rate above.</i> | |
| For all instances listed below in which there is an hourly fee, the amount of time spent on a particular service shall be billed in half-hour increments. | |
| Case Review / Consultation | |
| Initial Forensic Pathologist Case Review/Consultation* | \$ 925/case |
| Forensic Pathologist Case Review/Consultation, additional hours... | \$ 465/hour |
| Forensic Investigator Case Review/Consultation | \$ 310/hour |
| Forensic Chemist Case Review/Consultation | \$ 360/hour |
| Toxicologist Case Review/Consultation..... | \$ 410/hour |

**Initial case review requires written authorization from the legal next of kin and a \$925, non-refundable payment at the time of consultation payable to the Onondaga County Health Department. Initial payment includes up to two (2) hours case review / consultation. Additional time is billed at the current hourly rate.*

Criminal Testimony

| | |
|--|--|
| Forensic Pathologist Testimony/Deposition | \$ 450/hour |
| Forensic Investigator Testimony/Deposition | \$ 300/hour |
| Forensic Autopsy Technician Testimony/Deposition | \$ 300/hour |
| Toxicologist Testimony/Deposition | \$ 400/hour |
| Forensic Chemist Testimony/Deposition | \$ 350/hour |
| Non-CFS Consultants | Direct invoice to District Attorney/Other Attorney |

Civil Testimony

| | |
|--|--|
| Forensic Pathologist Testimony/Deposition | \$ 600/hour |
| Forensic Investigator Testimony/Deposition | \$ 450/hour |
| Forensic Autopsy Technician Testimony/Deposition | \$ 450/hour |
| Toxicologist Testimony/Deposition | \$ 550/hour |
| Forensic Chemist Testimony/Deposition | \$ 500/hour |
| Non-CFS Consultants | Direct invoice to District Attorney/Other Attorney |

Scene Investigation

| | |
|--|-------------|
| Forensic Investigator Scene Response..... | \$ 271/hour |
| Pathologist and Forensic Investigator Scene Response | \$ 484/hour |

Travel Expenses

| | |
|--|-------------|
| Travel Time (portal to portal) | \$ 155/hour |
| Mileage (current IRS rate), parking, tolls, meals, lodging | At cost |

Reports/ Other Records: Subject to legal restrictions

| | |
|--|------------------------|
| Autopsy/Examination Report (includes toxicology) | \$ 60/hard copy report |
| Archived Report (older than 5 years) | \$ 150/report |

Additional rush charges will be billed at actual cost. Payment is required before service is provided.

Imaging/ Histology/ X-rays

| | |
|--|-------------|
| Autopsy and Scene Investigation Images CD..... | \$ 25/disk |
| Microscopic Slide Recuts | \$ 35/slide |
| Microscopic Slide Special Stains | At cost |
| Microscopic Digital Images | \$ 5/image |
| X-ray Digital Images | \$ 20/CD |
| Prints – 35 mm slide | \$ 15/slide |

Toxicology*

| | |
|--|----------------------|
| Driving Under Influence – Alcohol/Drugs..... | \$ 427/case |
| Driving Under Influence – Alcohol..... | \$ 162/case |
| Driving Under Influence – Drugs | \$ 375/case |
| Comprehensive Drug-Facilitated Sexual Crimes | \$ 416/case |
| Post-mortem Toxicology (without pathology examination) | \$ 484/case |
| Post-mortem Toxicology (with pathology examination)..... | Included in exam fee |

**Analyses performed by outside laboratories, including any related discovery fees, will be billed at actual cost for outside counties (excluding postmortem toxicology with a pathology examination where only the discovery fee will be charged).*



POLICY/PROCEDURE MANUAL

Subject: Release of Information

Issue Date: 10/23/1996 Revised: 9/28/2022

POLICY:

It is the policy of the Medical Examiner's Office (MEO) to release copies of autopsy reports, other information and/or materials to those individuals and/or agencies that have the legal authority to receive such information. The MEO will comply with subpoenas and court orders provided for records.

RATIONALE:

Information contained in the autopsy report and in the MEO records are of value and interest to a number individuals and/or agencies. New York County Law §677, however, limits access to those reports and records to certain categories of recipients, including but not limited to next of kin, personal representatives, the legal counsel of the next of kin, district attorney offices, designated oversight agencies and investigative law enforcement and child protective agencies with case responsibility. Additional officials that are entitled to records in certain cases pursuant to NYS County Law §677 include the chairman of the New York State Corrections Medical Review Board (MRB) Commission of Correction (COC), the commissioner of the New York State Department for Corrections and Community Supervision (DOCCS), the commissioner of the New York State Office for Mental Health (OMH), the commissioner of the New York State Office for Persons with Developmental Disabilities (OPWDD), the director of Mental Hygiene Legal Service (MHLS), the executive director of the Justice Center for the Protection of People with Special Needs (the "Justice Center"), the director of a Mental Hygiene facility, the commissioner of the New York State Department of Health (DOH), and/or the commissioner of the New York Office of Children and Family Services (OCFS).

1. DEFINITIONS:

1.1. EXAMINATION REPORT

For the purposes of this policy, *the examination report* consists of the signed final report of the autopsy or external examination and the toxicology and neuropathology reports when completed. Toxicology and/or neuropathology reports will not be released prior to completion of the examination report.

1.2. PRELIMINARY FORENSIC EXAMINATION SUMMARY REPORT

Consists of basic case demographic information and medical examiner comments regarding preliminary findings at autopsy or external examination and the cause and manner of death.

1.3. DEATH INVESTIGATION REPORT

A signed final death investigation report is completed for all Onondaga and Oneida County cases where a scene response and/or body inspection was required and for other cases as requested by the Chief Forensic Investigator (CFI) and/or Medical Examiner (ME).



POLICY/PROCEDURE MANUAL

Subject: Release of Information

Issue Date: 10/23/1996 Revised: 9/28/2022

1.4. PRELIMINARY DEATH INVESTIGATION REPORT

Consists of information available in the early stages of investigation such as basic case demographic information, case summary, brief medical/social history, pathologist alerts, identification status, next of kin status and circumstances surrounding the death when the full death investigation report cannot be completed prior to the examination.

1.5. POSTMORTEM TEST RESULTS

Test results and/or reports produced in the context of the death investigation to aid in the determination of the circumstances of death and assigning cause and manner of death and may be available if requested. These may include, but are not limited to, clinical and specialized laboratory results and other consultant reports, and DNA laboratory reports for identification of the decedent.

1.6. OTHER MEDICAL EXAMINER RECORDS

- 1.6.1. **Medical examiner records** (paper/electronic) including, but not limited to: Phone and meeting documentation (BEAST "Story"/ Supplemental Contacts), chain of custody, BEAST forms, release of information documents and any other documents (paper/electronic) created or obtained in the usual course of business.
- 1.6.2. **Third party records** including (paper/electronic), but not limited to: antemortem medical/hospital/healthcare records, emergency medical services records, police reports, child protective services records, public health records (public health nursing, WIC) and criminalistics laboratory reports.

1.7. PHYSICAL MATERIALS

Physical materials including, but not limited to, copies of suicide notes, images/ photographs, fingerprint(s), x-rays, microscopic slides and blood spot cards may be retained and/or prepared in the course of the MEO investigation. **Requests for ANY of these physical materials must be evaluated by the Chief Medical Examiner or designee.**



POLICY/PROCEDURE MANUAL

Subject: Release of Information

Issue Date: 10/23/1996 Revised: 9/28/2022

1.8. LEGAL NEXT OF KIN (NOK)* OF DECEDENT IN DESCENDING ORDER OF AUTHORITY

| | |
|------------|---|
| First | Legal spouse/domestic partner of the decedent, whether estranged or separated, but NOT divorced) |
| Second | Person designated in written instrument (court appointed estate executor or administrator |
| Third | Decedent's children 18 or older (excluding step-children) |
| Fourth | Either Parent of Decedent |
| Fifth | Sibling of Decedent 18 or older (including half-siblings) |
| Sixth | Grandchildren 18 or older |
| Seventh | Great grandchildren 18 or older |
| Eighth | Nieces & Nephews 18 or older |
| Ninth | Grand-nieces & grand-nephews 18 or older |
| Tenth | Grandparents |
| Eleventh | Aunts & Uncles 18 or older |
| Twelfth | First cousins 18 or older |
| Thirteenth | Great grandchildren of grandparents 18 or older |
| Fourteenth | Second cousins 18 or older |

*In certain situations the legal NOK may request that a spokesperson serve as the contact and this will be documented in the BEAST Story and/or on the Authorization to Release Records form signed/submitted by the legal NOK. This spokesperson will have the same authority as the legal NOK.

1.9. PERSONAL REPRESENTATIVES

Personal representatives include the decedent's court-appointed estate executor or administrator. Certified documentation of their status as a personal representative must be provided, at which point they are of equal status to the legal NOK. The County Attorney's office can be contacted for advice if it is unclear whether someone is a personal representative.

1.10. WRITTEN REQUESTS

Where required, acceptable written request formats include online forms, email, electronic letters and faxes with confirmation (letterhead, professional email, BEAST legal next of kin documentation, etc.) of the requestor's affiliation.



POLICY/PROCEDURE MANUAL

Subject: Release of Information

Issue Date: 10/23/1996 Revised: 9/28/2022

2. STAFF RESPONSIBLE FOR RELEASE:

2.1. FORENSIC RECORDS COORDINATOR

The forensic records coordinator (FRC) is responsible for discovery requests and requests from other individuals/agencies outlined in this policy (with the exception of next of kin, see 2.2 below). The FRC will verify the appropriateness of the individual and agency requests in compliance with this policy and track all requests in the BEAST database (where not otherwise already tracked for automated releases), autopsy requests email inbox and/or designated release of information folders on the network. Electronic copies will be sent out using the BEAST case email system, FRC email and/or DEMS and OneDrive for large volume Discovery records. Records prior to January 1, 2010 must be scanned before release. If there is any question as to whether records and/or materials should be released to the requestor, the FRC will notify the chief medical examiner (CME) and/or will seek legal counsel from the County Attorney's Office. The FRC will not release the toxicology report until the autopsy report is completed and special requests from district attorney offices to do so will also be reviewed by the CME.

2.2. CHIEF FORENSIC INVESTIGATOR AND DESIGNEE(S)

The chief forensic investigator (CFI) and assigned forensic investigators (FI) will manage all records release to the legal next of kin and other family members authorized by the legal next of kin. The CFI and assigned FIs will monitor the website group email inbox for next of kin record requests, verify the legal next of kin status and release records using the BEAST case email system. It is the responsibility of the CFI and assigned FIs to enter and monitor requests using the "NOK Records Ready for Release" report to ensure timely release when reports are completed and/or cleared of any holds by the district attorney's office of jurisdiction. Designated FI staff will also coordinate report/record sharing for Child Fatality Review Team meetings (see also 4.5.)

2.3. DIRECTOR OF OPERATIONS AND DESIGNEE(S)

The director of operations (DO) and assigned administrative staff will identify medical examiner cases where reports and other information must be provided by law and/or contractual agreement (see 4 -6 below) to include in BEAST report distribution to the secure website or email where appropriate.



POLICY/PROCEDURE MANUAL

Subject: Release of Information

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3. WRITTEN REQUESTS ARE REQUIRED FROM THE FOLLOWING:

Note that the District Attorney must approve release of case material when Manner of Death is deemed by the medical examiner to be homicide, motor vehicle accidents involving a crime and/or other cases as requested by the DA.

3.1. NEXT OF KIN / PERSONAL REPRESENTATIVES

- 3.1.1. Examination report (defined in 1.1.): The NOK must complete the online or hard copy Authorization to Release Records form.
- 3.1.2. All other reports, records and postmortem test results (defined in 1.2. – 1.6.): releasable with a signed judicial subpoena.
- 3.1.3. Physical Materials (defined in 1.7.): releasable with a signed judicial subpoena, with the exception of DNA blood spot card requests for DNA testing, releasable to an accredited laboratory chosen by the next of kin upon receipt of a written request with notarized signature. NOK may also provide a written request for copies of fingerprints for purposes of memorializing their loved one in jewelry or some other artistic form.

Fees: Charges for materials apply and should be billed by the laboratory directly to the NOK with the exception of requests for histology or film x-rays which must be paid prior to release of the materials.

3.2. ATTORNEYS AND INSURANCE COMPANIES

- 3.2.1. Examination report (defined in 1.1.): releasable with written authorization from the NOK or personal representative.
- 3.2.2. All other reports, records, postmortem test results and physical materials (defined in 1.2. – 1.7.): releasable with a signed judicial subpoena.

Fees: Charges apply for all of the above as listed in the current CFS Fee Schedule. The CFS Fee Schedule must be provided to the requestor and payment received before release. The case number and items requested should be noted on the check stub along with a copy and submitted to the Account Clerk II for processing.

3.3. COMMISSIONER OF OMH, COMMISSIONER OF OPWDD, DIRECTOR OF MHLS, EXECUTIVE DIRECTOR OF THE JUSTICE CENTER, A DIRECTOR OF MENTAL HYGIENE FACILITY

- 3.3.1. Under Article 17A, §677(7)(a): All reports, records and postmortem test results defined in 1.1 – 1.6.1. are releasable with written request. Other medical examiner



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records defined in 1.6.2. (third party records) are releasable with a signed judicial subpoena.

- 3.3.2. Under Article 17A, §677(7)(b): Physical materials are releasable with written request. Such slides, materials and specimens may be retained for a reasonable time, and shall be returned to the MEO in good condition allowing for reasonable use for study and testing purposes.

3.4. NEW YORK STATE DEPARTMENT OF HEALTH/ STATE COMMISSIONER OF HEALTH (§677(9))

- 3.4.1. All reports, records, postmortem test results and physical materials (defined in 1.1. – 1.7.): releasable with written request.
- 3.4.2. Third party records (defined in 1.6.2.): releasable with a signed judicial subpoena.

3.5. NEW YORK STATE DEPARTMENT OF HEALTH MATERNAL MORTALITY REVIEW (See NY Public Health Law §2509(4)(a) and NY County Law §677(9))

- 3.5.1. All reports, records, postmortem test results and physical materials (defined in 1.1. – 1.7.): releasable with written request.
- 3.5.2. Third party records (defined in 1.6.2.): releasable with a signed judicial subpoena.

3.6. U.S. CONSUMER PRODUCT SAFETY COMMISSION (U.S.C. 2051 (b), 15 U.S.C. 2054 (a) (1), (b), and (2), 15 U.S.C. 2076 (j) (1) and (6) (B))

- 3.6.1. Examination and death investigation reports: releasable with written request.
- 3.6.2. All other reports, records and physical materials: releasable with a signed judicial subpoena.

4. MEDICAL EXAMINER REPORTS/RECORDS ARE PROVIDED* TO THE FOLLOWING AGENCIES/ REPRESENTATIVES AS PER NEW YORK STATE COUNTY LAW ARTICLE 17A, §677 AND OTHER LAWS WHERE REFERENCED BELOW:

* Reports may be provided via a secure service/website accessible via individually assigned user accounts and passwords with each agency or secure email.

4.1. LAW ENFORCEMENT/OFFICIAL INVESTIGATING AGENCIES -

- 4.1.1. Examination and preliminary forensic examination summary reports: automatic release.
- 4.1.2. All reports, records and postmortem test results(defined in 1.1 – 1.6.1.): Requests for other medical examiner reports, records and physical materials will be reviewed by the Onondaga County Law Department.



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4.1.3. Physical Materials (defined in 1.7.): images are releasable with written request. Other evidence may be returned to the investigating police agency (see MEO Evidence and Property policy).

4.2. **COMMISSIONER OF MOTOR VEHICLES** – §677(5) using MV105 reporting form only.

4.3. **CHAIRMAN OF THE NYS CORRECTION MRB COC, NYS DOCCS, JUSTICE CENTER** – Inmate deaths §677(6). Requests for other medical examiner reports, records and physical materials will be reviewed by the Onondaga County Law Department.

4.4. **OFFICE OF CHILDREN AND FAMILY SERVICES, CHILD PROTECTIVE SERVICES** – Child deaths §677(8). Requests for other medical examiner reports, records and physical materials will be reviewed by the Onondaga County Law Department.

4.5. **CHILD FATALITY REVIEW TEAMS** – Social Services Law §422-b(4): Medical Examiner reports and records.

5. MEDICAL EXAMINER REPORTS/INFORMATION PROVIDED* TO THE FOLLOWING AGENCIES/ AGENCY REPRESENTATIVES PER CONTRACTUAL AGREEMENT:

* The Preliminary Forensic Examination Summary and Examination reports will be provided. Requests for other medical examiner reports, records and physical materials will be reviewed by the Onondaga County Law Department. Reports may be provided via a secure service/website accessible via individually assigned user accounts and passwords with each agency representative and/or via direct secure email to the designated agency representative.

5.1. **CORONER AND MEDICAL EXAMINER OFFICES**

5.2. **TISSUE RECOVERY AGENCY ON CONTRACT WITH ONONDAGA COUNTY**

5.3. **SUNY UPSTATE TRAUMA SERVICE**

6. DISTRICT ATTORNEY OFFICE(S) – §677(3)(b) and (4). SEE ALSO DISCOVERY LAW

7. SUBPOENAS:

7.1. **JUDICIAL SUBPOENAS (COURT ORDERS)**: The County Attorney's Office should be consulted on all judicial subpoena requests. A certified copy of the examination report, preliminary forensic examination summary report and/or specific physical materials will be provided to the court upon receipt as described in the subpoena. If the judicial subpoena requests all records in any form in possession of the MEO then release records as defined in 1. Definitions. Note this does not include physical materials such as photographs (see Definition of 1.7. Physical Materials). Fees: Charges apply to civil cases.



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7.2. **NON-JUDICIAL SUBPOENAS:** Subpoenas for examination reports or MEO case file material signed only by attorneys will not be honored without a signed authorization by the legal next of kin/personal representative and those items will be limited as outlined in 3.2. Attorneys and Insurance Companies. Subpoenas may be issued by defense, plaintiff, and District Attorneys requesting the appearance of MEO staff personnel for court trial or deposition. If the MEO staff person is considered a material witness, then the usual county established witness fee will be paid to the Onondaga County Health Department. If the MEO staff person is considered an expert witness, then the current CFS Fee Schedule will be used to bill the party that subpoenas the staff person's appearance in the case of civil court and depositions, or out of county criminal court and grand jury. The Onondaga County District Attorney's Office may subpoena MEO staff as material or expert witnesses and will not be billed for services as it is considered an intra-agency request.

8. SPECIAL CONSIDERATIONS:

8.1. **HOMICIDES:** In *ALL* homicide cases, the District Attorney's Office (with legal jurisdiction for the potential prosecution) will be contacted to authorize release of the examination report or any aforementioned materials to which the person is entitled. If the District Attorney's Office agrees with the release, this will be documented in writing by the District Attorney's Office prior to any such release.

If the District Attorney's Office (with legal jurisdiction) disagrees with the release, this will also be documented in writing. The MEO will then contact the County Attorney's Office to seek legal opinion concerning the release in each specific case. The County requires MEO compliance with New York County Law §677.

Law enforcement agencies having jurisdiction or investigative responsibility in the case of the decedent and Coroners/Medical Examiners with jurisdiction shall be provided the examination report and/or copies of photographs without the approval of the District Attorney's Office with the exception of deaths alleged to have been or investigated as caused by law enforcement breach of policy, which reports and/or materials will be provided to the designated prosecutorial official.

8.2. **UNDETERMINED CASES:** Requests for information on all cases with an undetermined *manner* of death will be reviewed by the case medical examiner to decide if the case should be handled as a homicide.

8.3. **PENDING CASES:** Some cases are not concluded on the day of autopsy but require further testing and/or investigation to come to an accurate determination of the cause and manner of death. These are listed as pending further studies/pending investigation on the original death certificate. These examination reports are considered incomplete and will



POLICY/PROCEDURE MANUAL

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not be sent out to any requesting authority until the death certificate has been amended and the reports reviewed and signed by the medical examiner.

8.4. **UNFINISHED REPORTS:** No reports will be released on *any* unsigned/unreviewed autopsy reports to any requesting authority. *Only final signed autopsy reports can be released.* If in the course of a criminal or civil investigation, a draft copy of the autopsy report is needed for the purpose of testimony by the medical examiner, this will be clearly marked as such, and used only as a brief reference tool for recollection of the details of the case prior to testimony and not brought or turned over to the court.

9. VERBAL RELEASE OF INFORMATION:

9.1. **NON-HOMICIDES:** Any person (with the exception of attorneys and insurance companies) entitled to the examination report may be told verbally the cause and manner of death and details of the examination. The NOK may designate a personal representative to act as spokesperson due to the emotions of the immediate tragedy. This must be clearly relayed to the MEO and documented in the Forensic Investigator's report or in the database phone log. Attorneys and insurance companies may not receive verbal information unless they provide a written release for the records signed by the next of kin.

9.2. **HOMICIDES:** The release of verbal information on homicides will be limited usually to the cause and manner of death and must have the approval of the District Attorney having jurisdiction involving the criminal act, the investigating law enforcement agency and the case medical examiner. This approval may be documented in the database.

9.3. **PENDING CASES:** If homicide is being considered as a potential choice of manner of death, the policy on HOMICIDES as stated above will be followed.

9.4. **PRESS/MEDIA:** See the MEO Media and Public Relations policy.



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR. DANIEL W. GILMORE, PH.D., MPH
ONEIDA COUNTY EXECUTIVE DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

November 17, 2023

2023 - 395

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

The ELC COVID Grant end date has been extended from December 31, 2023 to July 31, 2024.

The Health Research Institute (HRI) that manages this grant for the NYS Department of Health is desirous for the Oneida County Health Department (OCHD) to utilize as much of these grant funds as possible. OCHD is currently working with HRI to use these grant monies to pay for the cost increase for the back-up generator being installed at 300 West Dominick Street in Rome. Additional uses for these monies could include costs associated with the Clinic move from 406 Elizabeth Street to the first floor of the County Office Building.

Therefore, the Health Department requests the following appropriations to the 2024 budget:

TO:

AA# A4010 4020.495-000- Public Health/COVID19/Other Expenses.....\$1,250,000.00

AA# A40104020.290-000- PublicHealth/COVID19/Other Equipment.....\$500,000.00

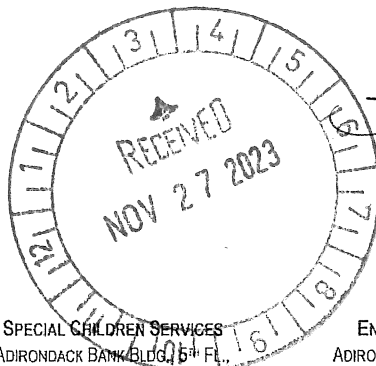
The above supplemental appropriations will be fully supported by:

A4010 4020.4489 Federal Aid Public Health.....\$1,750,000.00

Respectfully Submitted,

Daniel W. Gilmore, Ph.D., MPH
Director of Health

CC: County Attorney
Comptroller
Budget Director



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 11-27-23

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

November 21, 2023

Board of Legislators
Oneida County
800 Park Avenue
Utica, New York 13501

FN 20 23-396
WAYS & MEANS

AIRPORT

Re: FAST NY Shovel-Ready Grant Program

Dear Honorable Members:

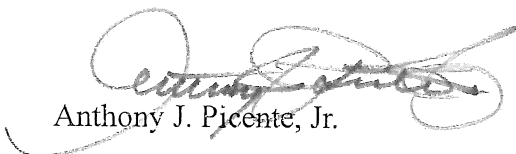
The FAST NY Shovel-Ready Grant Program (FAST NY) is a state funding program administered through Empire State Development Corporation (ESDC) targeted at pre-development activities and infrastructure investments. As part of the FAST NY process, Oneida County previously submitted an Intent to Apply application to ESDC indicating our intent to apply for up to \$25,500,000 in State grant funding for the site and infrastructure development of “the Triangle Site” located at Griffiss International Airport. The proposed project for the FAST NY funding application includes the extension of and upgrades to water, sewer, natural gas, electric service, telecom and transportation improvements.

ESDC has approved our Intent to Apply, and the next step in the process is to complete our application under FAST NY. That application process requires a resolution from the Board of Legislators indicating the Board’s support for the proposed project and FAST NY application. To that end, enclosed is a proposed resolution authorizing Oneida County to make application to ESDC for FAST NY funding to support development of the Triangle Site.

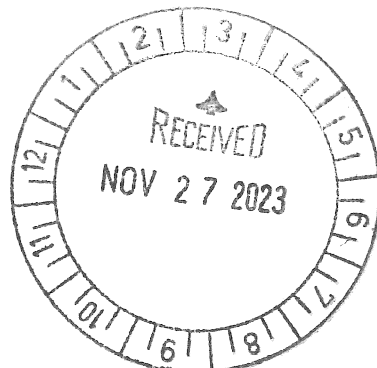
I request that this matter be placed on the Agenda for consideration at your December 20, 2023 meeting.

Thank you for the Board’s kind attention to this matter.

Sincerely,


Anthony J. Picente, Jr.

Enclosure





Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE JR.
County Executive

EDWARD ARCURI
Commissioner of Aviation

November 21, 2023

FN 20 23-397

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

AIRPORT

WAYS & MEANS

RE: Lease Agreement - MVCC Lease in Nose Dock 782

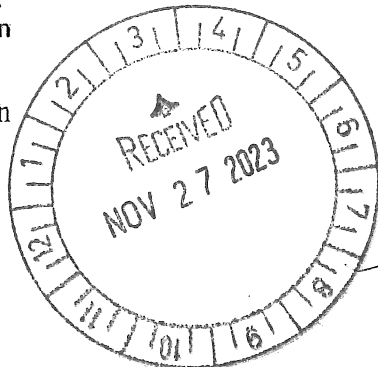
Dear County Executive Picente:

Please consider acceptance of this lease agreement between Oneida County and Mohawk Valley Community College for the use of space in Nose Dock 782 at Griffiss International Airport. The lease agreement is for a period of ten years, commencing on January 1, 2024 and ending on December 31, 2033, and provides space for the College's Airframe and Powerplant Technology Program. The revenue for the entire term is \$500,000.00.

If you concur with this agreement, please forward to the Board of Legislators for further consideration.

Sincerely,

Department of Aviation
Commissioner
Edward A. Arcuri
Commissioner of Aviation



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 11-22-23

Oneida Co. Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Mohawk Valley Community College
1101 Sherman Drive
Utica, New York 13501

Title of Activity or Service: Lease

Proposed Dates of Operation: January 1, 2024 to December 31, 2033

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: This is a lease agreement for approximately 22,000 sq. ft. of space in Nose Dock 782, 645 Bomber Drive, Rome NY. The lease is for ten years.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing N/A

Total Funding Requested: N/A - Revenue **Account #**

Oneida County Dept. Funding Recommendation: \$500,000.00 in revenue

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the “Lease”) is made and entered into this _____ day of _____, 2023, 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 place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as “Landlord”) and **MOHAWK VALLEY COMMUNITY COLLEGE**, a community college organized and existing under New York State Education Law with its principal offices at 1101 Sherman Drive, Utica, New York 13501, hereinafter referred to as “Tenant”);

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 22,000 +/- square feet of space within the building commonly referred to as Nose Dock 782 situated at 645 Bomber Drive, Rome, New York, as more particularly shown on **Exhibit “A,”** annexed hereto, hereinafter referred to as “Demised Premises.”

b. The Demised Premises shall be used by Tenant for the purpose of the operation of Mohawk Valley Community College’s Airframe and Powerplant Technology Program.

c. Said use shall be conducted in compliance with applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto as **Exhibit “B,”** which is hereby incorporated by reference.

2. Term.

a. The Term of this Lease Agreement shall be for a period of ten (10) years, commencing on January 1, 2024 and ending on December 31, 2033 (“the Term”), unless this Lease Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice.

b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the Term, the Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of this Lease Agreement insofar as they are applicable to a month-to-month tenancy until the Demised Premises are vacated by the Tenant or until the parties enter into a new agreement, whichever is sooner.

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Term of this Lease Agreement in the total sum of Five Hundred Thousand Dollars (\$500,000.00), payable in one hundred twenty (120) equal monthly installments of Four Thousand One Hundred Sixty-Six and 66/100 Dollars (\$4,166.66).

b. All monthly installment payments shall be due, in advance, on the 1st day of each and every month. The payment of Rent in monthly installments is for Tenant's convenience only and, in the event of Tenant's default, the Landlord shall have the right to accelerate payment and demand all sums due hereunder.

c. All such Rent payments shall be made payable to the "County of Oneida" and remitted to 660 Hangar Road, Rome, NY 13441, or to such other address or addresses as the Landlord may, from time to time, designate. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

4. Security Deposit.

Tenant shall **NOT** be required to post a Security Deposit with the Landlord for the faithful performance of the terms and conditions of this Lease.

5. Insurance and Indemnification.

a. During the term of this Lease, Tenant shall 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 where the property is located. 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 \$2,000,000 Annual Aggregate.

1. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.

2. 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.

3. County of Oneida shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

ii. Commercial Umbrella

1. Umbrella limits must be at least \$5,000,000.
2. Umbrella coverage must include Oneida County as additional insured.
3. Umbrella coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

iii. Workers' Compensation and Employer's Liability

1. Statutory limits apply.

b. **Waiver of Subrogation:** Tenant waives all rights against Landlord and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, workers' compensation and employer's liability insurance maintained per requirements stated above.

c. **Certificates of Insurance:** Prior to occupancy, the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's CGL, ACGL and Commercial Umbrella Policies. These certificates and the insurance policies required above and annexed hereto as **Exhibit "C,"** which is hereby incorporated by reference, shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Landlord.

d. **Indemnification:**

i. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage (including death) to any person or property happening on or about the Demised Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Demised Premises or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

ii. Notwithstanding the foregoing, Tenant's indemnity set forth in Paragraph 6(d)(i) does not extend to (i) the mere discovery of any pre-existing condition or damage to the Demised Premises or Landlord's property (ii) any exacerbation of any pre-existing condition or damage to the Demised Premises or any of Landlord's property arising from acts or omissions of Tenant prior to Tenant's discovery or notice of such pre-existing condition or damage or (iii) claims or losses caused by the negligence or willful misconduct of Landlord.

iii. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant, which notice shall be accompanied by a copy of the statement of the claim. Following the notice, Landlord shall have the right, but not the obligation, to

participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

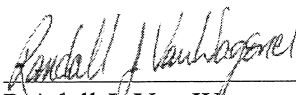
iv. The indemnification provisions of this paragraph shall survive the expiration or termination of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease which shall become effective as of the date first above written.

County of Oneida, Landlord

Mohawk Valley Community College, Tenant

By: _____
Anthony J. Picente, Jr.
County Executive

By: 

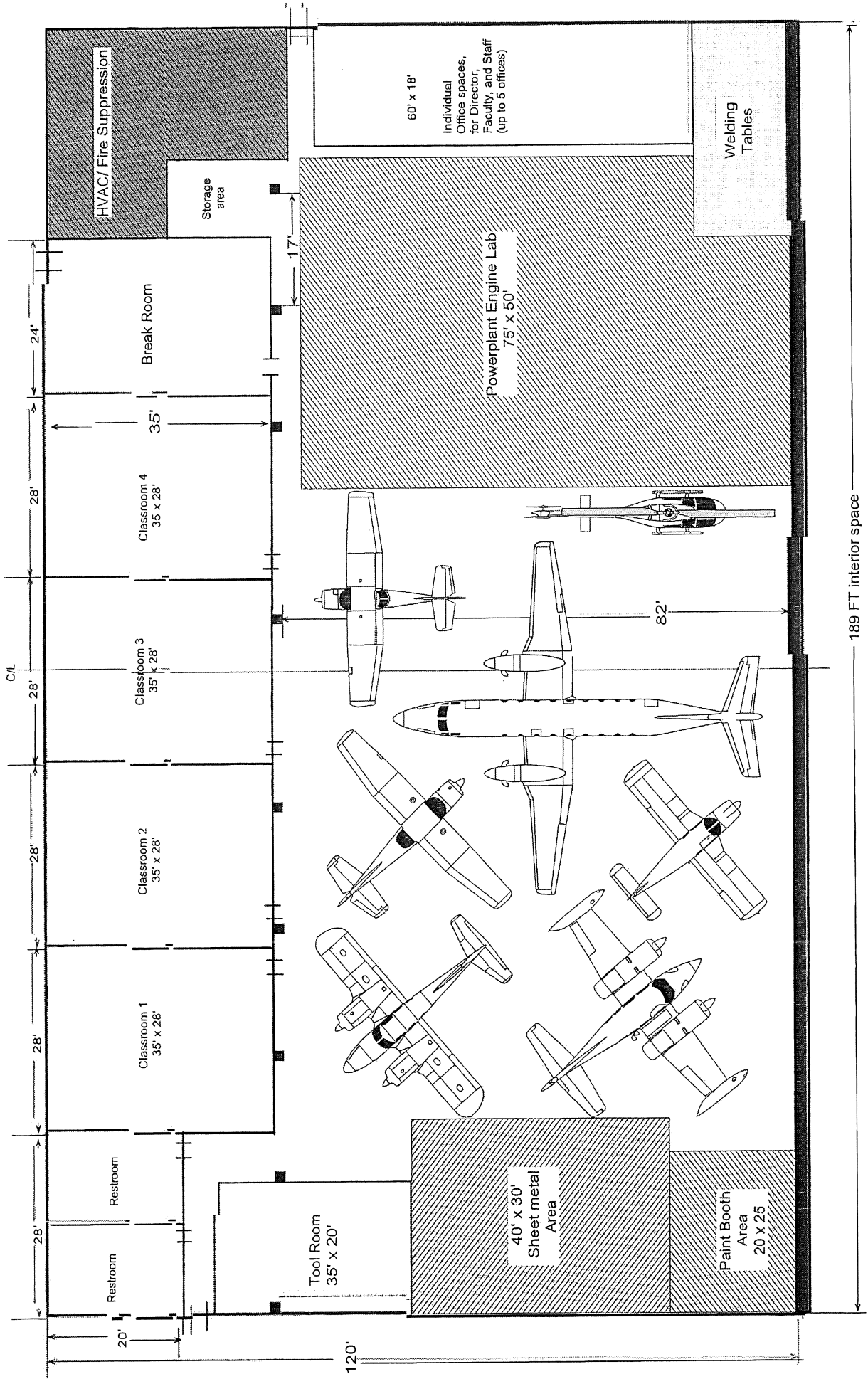
Randall J. Van Wagoner
President

Approved:

Amanda Lynn Cortese-Kolasz, Esq.

Exhibit A

MVCC Aviation Training Center Nose Dock 782



Note: Main Door height: 28 Ft.

Exhibit B

EXHIBIT B - GENERAL TERMS AND CONDITIONS

- 1. Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
- 2. Proration of Rent.** In the event that the Term of this Lease Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.
- 3. Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.
- 4. Security Deposit.** The Security Deposit, if any, shall be returned to Tenant upon expiration or termination of this Lease Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Lease Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Lease Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Lease Agreement.
- 5. Permitted Uses; Prohibited Uses.**

 - a.** The Demised Premises shall be used by the Tenant only for the purposes identified in the Lease Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.
 - b.** In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.
 - c.** Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.
- 6. Ingress and Egress.** Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Lease Agreement and any renewals thereof.
- 7. Utilities and Services.** Landlord shall be responsible for providing all utilities and services, including without limitation, electricity, water, gas and sewer services furnished to the Demised Premises, without contribution or apportionment from the Tenant. The Landlord shall not be liable for any interruption or delay in such utility services unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.
- 8. Casualty.** In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered

unusable by such damage. If the Demised Premises are rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the same, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Demised Premises are rendered unusable and Landlord elects not to repair the same, this Lease Agreement shall be terminable at the option of either party.

9. Environmental Obligations and Indemnity.

a. Tenant shall not permit the Demised Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, except that the Tenant may maintain only limited amounts of hazardous or flammable materials in approved storage containers on or about the Demised Premises required for the normal course of conducting Tenants business. Aviation fuels, gasoline and other like products will be stored in designated locations and storage facilities and will comply with all Federal, State and Local laws, environmental compliance laws and regulations and comply with local fire codes. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Demised Premises, and, if such environmental damage resulting from Tenant's use of the Demised Premises is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage. Furthermore, Tenant shall notify Landlord, in writing, of any incident or occurrence which results in environmental damage within twenty-four (24) hours after such incident or occurrence or following the discovery of same.

b. The environmental indemnification provisions of this paragraph shall survive the expiration or termination of the Lease.

10. Obligations of Landlord. Landlord will maintain the structural components of the Demised Premises, including hangar doors and hangar door mechanisms, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the reasonable right of ingress to and egress from the Demised Premises over and across the Landlord's adjoining premises, in common with others. To ensure this right, Landlord shall make all reasonable efforts to keep areas adjacent to the Demised Premises free and clear of all hazards and obstructions, natural or man-made.

11. Obligations of Tenant.

a. Storage. The Demised Premises shall be used only as described in this Lease Agreement.

b. Maintenance and Repair. Tenant shall maintain the Demised Premises in a neat and orderly condition, and shall keep all areas clean and clear of oil, grease or toxic chemicals. Tenant shall maintain only limited amounts of hazardous or flammable materials in approved storage containers within or about the Demised Premises. No boxes, crates, rubbish, paper or other litter shall be permitted to accumulate within or about the Demised Premises.

c. Damage. Tenant shall be responsible for all damage to the Demised Premises caused by use or negligence of Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Demised Premises caused by the use or negligence of Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall be deemed "additional rent" and shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Demised Premises without first obtaining Landlord's written permission and obtaining any permits, if required.

d. Tenant's Personal Property. All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupant at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored upon the Demised Premises is at Tenant's sole risk.

e. Compliance with Laws. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Demised Premises, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant agrees to

cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire Extinguisher. Tenant shall maintain at all times, in the Demised Premises, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguishers suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

g. Surrender upon Termination. On the expiration or termination of the Lease Agreement, Tenant shall immediately surrender possession of the Demised Premises and shall remove aircraft and all other property therein, leaving the Demised Premises in the same condition as when received, ordinary wear and tear excepted. Tenant shall be liable for any and all damage to the Demised Premises caused by the use or negligence of Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to floors due to fuel or oil spillage. If Tenant fails to remove such items from the Demised Premises and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs upon proper demand by Landlord.

h. Compliance with All Resolutions, Rules, Regulations, and Standards. Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the Airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Demised Premises and any rights conferred to Tenant in this Lease Agreement shall be subject to Landlord's minimum standards, as amended from time to time, Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of this Lease Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

i. Signs. Tenant shall not erect or post any signs without the Landlord's written permission.

j. Covenant of Continuous Operations and Not to Abandon or Vacate. Tenant hereby covenants that during the Term, the Tenant will continue its operations for the entire length of the Lease and not cease operations, and further covenants not to abandon, to continuously occupy, and not to vacate the Demised Premises prior to the expiration of the Term without a Surrender Agreement with the Landlord in place. Abandonment and/or vacation of the Demised Premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to so continuously operate, and/or any abandonment or vacation of the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the Demised Premises and/or return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

k. Personnel Badging Requirement. Tenant acknowledges that any personnel employed, contracted, visiting or conducting business with the Tenant that require airport movement area access require the appropriate badging or badged escort for entry onto the movement area. Badging of personnel must be coordinated through the Oneida County Department of Aviation Administrative offices. There is a fee for the badging process, and payment of said fee is the sole responsibility of the Tenant separate and apart from payment under this Lease Agreement.

12. Nondiscrimination. Notwithstanding any other provision of this Lease Agreement, during the Term of this Lease Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and/or assigns, as the case may be, as part of the consideration for this Lease Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Demised Premises on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

b. In the construction of any improvements on, over, or under the Demised Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

c. Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease Agreement and to reenter and repossess the Demised Premises and hold the premises as if this Lease Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

13. Reservation of Rights by Landlord.

a. **Development.** Landlord reserves the right to further develop and improve the Airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the Airport, Landlord reserves the right upon reasonable notice to enter upon the Demised Premises and make improvements to same. Landlord shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further development of the Airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size facility in other areas of the Airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the Airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of this Lease Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated accordingly during the tenancy by the government.

14. Right of Access and Inspection.

a. Landlord will retain a key for access to the Demised Premises. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Demised Premises between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Demised Premises for security, fire, other emergencies, or making repairs.

15. Assurance Agreements. This Lease Agreement is subordinate to the provisions of any and all existing and future agreements between the Landlord and the State of New York or the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.

16. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Lease Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to this Lease Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to a reduction in size of the Demised Premises, or a change in the authorized use to which Tenant has put the Demised Premises without an adjustment in Rent.

17. Airspace. As a condition of this Lease Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Demised Premises to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

18. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in this Lease Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease Agreement are non-exclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport. Nothing in this Lease Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Demised Premises in accordance with this Lease Agreement.

19. Sublease.

a. Tenant shall not enter into any sub-agreement or sub-lease of the Demised Premises or assign its rights under this Lease Agreement without prior written approval of Landlord. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by this Lease Agreement or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership of Tenant, without first obtaining the written consent of the Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of this Lease Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, from any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by this Lease Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of this Lease Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

20. Condition of Premises. Tenant shall accept, and has accepted, the Demised Premises in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Demised Premises.

21. Disclaimer of Warranty and Responsibility for Securing Aircraft. Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Demised Premises and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the Demised Premises or Airport at Tenant's sole risk.

22. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Demised Premises shall become Landlord's property and shall, at the election of the Landlord, remain in the Demised Premises at the expiration or termination of this Lease Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the Demised Premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof under Tenant. If any such lien is filed against the Demised Premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in procuring the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises placed against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Demised Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the

destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

23. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default under this Lease Agreement:

- a. Tenant fails to pay any part or all the money due Landlord under this Lease Agreement, and such non-payment continues for a period of thirty (30) days after written notice;
- b. Tenant fails to perform or breaches any term, covenant, or provision of this Lease Agreement, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;
- c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;
- d. Landlord determines that Tenant is not in compliance with the terms of this Lease Agreement on a routine or consistent basis.
- e. The failure of Tenant to comply with any terms or conditions of the Lease or to the General Terms and Conditions set forth herein shall be considered a material breach and default of this Lease Agreement.

24. Remedies on Default by Tenant. In the event of any default of this Lease Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without notice and demand whatsoever to Tenant or Guarantor, if any:

- a. Landlord shall have the right to terminate this Lease Agreement and to enter upon and take possession of the Demised Premises and to remove the aircraft and any other property of Tenant from the Demised Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Demised Premises, and loss of Rent through the inability to re-let the Demised Premises.
- b. Landlord shall have the right to enter upon and take possession of the Demised Premises, and re-let the Demised Premises and receive the Rents therefore without thereby terminating or avoiding this Lease Agreement. Tenant agrees to pay Landlord on the due date of each month thereafter sums equivalent to the monthly Rent payable under this Lease Agreement, less the avails of re-letting, if any.
- c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' fees for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of this Lease Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.
- d. Tenant agrees that no assent, express or implied, by Landlord to any breach of this Lease Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.
- e. All sums due under this Lease Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under this Lease Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

25. Landlord's Lien. Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure

on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (60) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Lease Agreement.

26. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in this Lease Agreement, or at such other address as may, from time to time, be designated by such party. All notices shall be in writing and shall be either personally to the other party in hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

27. Miscellaneous Provisions.

a. Successors Bound. This Lease Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of this Lease Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties, as the case may be.

b. Joinder by Guarantor; Personal Guarantee. By joining in the execution of this Lease Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Lease Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of this Lease Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of this Lease Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of this Lease Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing this Lease Agreement as Guarantor, the obligations imposed by this Lease Agreement on Guarantor shall be joint and several.

c. Construction of Agreement. Words of any gender used in this Lease Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or expand the terms and provisions of this Lease Agreement.

d. Judicial Interpretation. If any provision of this Lease Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Lease Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of this Lease Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. Severability. In the event that any provision of this Lease Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to this Lease Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in this Lease Agreement, and all other provisions of this Lease Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from this Lease Agreement and such severance shall not invalidate any other provision of this Lease Agreement or this Lease Agreement itself.

f. Joint Obligations. If there is more than one person or entity signing this Lease Agreement as Tenant, the obligations imposed by this Lease Agreement on Tenant shall be joint and several.

g. Entire Agreement. This Lease Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Demised Premises shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice

to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

h. Written Modifications. No provision of this Lease Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest with the same formality as the original agreement.

i. Venue; Law. Venue for all court proceedings to enforce or interpret this Lease Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

j. Subordination. Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under this Lease Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

k. Relationship of Parties. Tenant shall never at any time during the term of this Lease Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in this Lease Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

l. Attorneys' Fees. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

m. Recording. This Lease Agreement shall not be recorded in the public records.

Exhibit C

STATE OF NEW YORK WORKERS'
COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN**

| | |
|---|--|
| 1a. Legal name and address of participant in County Self-Insurance Plan Mohawk Valley Community College 1101 Sherman Drive Utica, NY 13501 | 1c. Telephone number of participant 315-792-5444 |
| 1b. Effective date of membership in the Plan <u>1/1/57</u> | 1d. NYS Unemployment Insurance Employer Registration Number of participant 04-63733 2 |
| 2. Name and Address of the Entity Requesting Proof of coverage Oneida County Workforce Development (Summer Youth Program) 209 Elizabeth Street Utica, NY 13501 | 1e. Federal Employer Identification Number of participant 16-1020948 |
| | 3. Name and address of County Self-Insurer Oneida County Self-Insurance Plan 800 Park Avenue Utica, New York 13501 |

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.


If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Dennis Brenon
(Print name of authorized representative of County Self-Insurer)

Certified by:  5/9/23
(Signature) (Date)

Title: Director of the Oneida County Self-Insurance Plan

Telephone Number: 315-798-5688

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | | |
|---|--|--------------------------------------|
| PRODUCER Scalzo, Zogby, & Wittig, Inc. 120 Lomond Ct Utica, NY 13502 | CONTACT NAME: Debra Landman | |
| | PHONE (A/C, No, Ext): (315) 792-0000 18 | FAX (A/C, No): (315) 792-4637 |
| E-MAIL ADDRESS: debbiel@szwinsurance.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Utica National Ins of Ohio | | 13998 |
| INSURED Mohawk Valley Community College 1101 Sherman Dr. Utica, NY 13501-5394 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |
| | INSURER G : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|-----------------------------|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 1529550 | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE | \$ 1,000,000 | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 | |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 | |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 | |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,000,000 | |
| | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | | | | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ | |
| | | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE | OTH-ER | |
| | | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As respects insured's use of space at Hangar #782 at 645 Bomber Drive, Griffiss International Airport for their A&P program. The above general liability policy includes liability coverage which has been specifically endorsed for the operations of the Airframe and Powerplant Technician Program at Griffiss Park. Oneida County is included as an additional insured.

| | |
|--|---|
| CERTIFICATE HOLDER Oneida County 800 Park Avenue Utica, NY 13501 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |