



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Timothy Julian  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATIONS FOR THE MARCH 8, 2023 MEETING

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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2023-053	Health & Human Services, Ways & Means	
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<b>2023-073 to 2023-084 Bonding Resolutions</b>		
2023-073	Public Works, Ways & Means	
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2023-080	Public Works, Ways & Means	
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2023-083	Public Works, Ways & Means	
2023-084	Public Works, Ways & Means	

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ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

January 31, 2023

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

FN 20 23-051

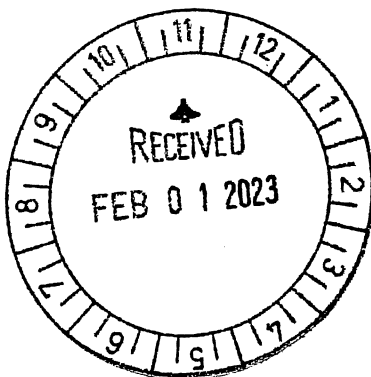
**READ & FILED**

Dear Chairman Fiorini,

The attached is for informational purposes only and does not require any Board action.

Sincerely,

Anthony J. Picente, Jr.  
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  
E-mail: labor@ocgov.net

January 30, 2023

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

**Re: Griffiss International Airport Energy Performance Contract – Taxable Equipment Lease Purchase Agreement – Revised Debt Service Payment Schedule**

Dear County Executive Picente:

Work is now complete on the Energy Performance Contract at Griffiss International Airport. The financing agreement, known as the Taxable Equipment Lease Purchase Agreement, contained a provision that in the event there were any excess funds in the escrow account at the conclusion of the project, that the remainder would be applied to the principal balance and that the remaining payment schedule would be revised.

I am pleased to report that there was an excess of \$13,884.61 when the project was complete, and the same was applied to our principal balance on January 11, 2023. This has resulted in an adjustment to our payment schedule. A copy of the revised payment schedule is enclosed herewith.

I ask that you forward this to the Board of Legislators for their information only. No further Board action is required, as the revision to the payment schedule was contemplated and agreed to in the Taxable Equipment Lease Purchase Agreement. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "Amanda Cortese-Kolasz".

Amanda L. Cortese-Kolasz  
Commissioner of Personnel


Enclosure

cc: Comptroller  
Budget  
Commissioner of Aviation

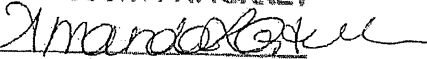
**\$21,466,940**  
 County of Oneida, NY  
 Taxable Equipment Lease Purchase Agreement  
 Dated as of July 30, 2021  
**Debt Service Schedule (Revised January 11, 2023)**

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price *
07/30/2021				
08/17/2021	\$10,000.00	-	\$10,000.00	N/A
07/15/2022	1,581,623.62	\$668,309.62	913,314.00	N/A
01/11/2023	13,884.61	-	13,884.61	N/A
07/15/2023	1,577,803.60	667,437.21	910,366.39	N/A
07/15/2024	1,591,918.70	637,629.70	954,289.00	N/A
07/15/2025	1,591,918.30	606,615.30	985,303.00	\$18,210,176.49
07/15/2026	1,591,918.96	574,592.96	1,017,326.00	17,162,330.71
07/15/2027	1,591,918.86	541,529.86	1,050,389.00	16,002,369.70
07/15/2028	1,591,918.22	507,392.22	1,084,526.00	14,890,730.55
07/15/2029	1,591,919.10	472,145.10	1,119,774.00	13,675,923.36
07/15/2030	1,591,918.46	435,752.46	1,156,166.00	12,496,634.04
07/15/2031	1,591,919.06	398,177.06	1,193,742.00	11,223,727.90
07/15/2032	1,591,918.46	359,380.46	1,232,538.00	9,923,575.22
07/15/2033	1,591,918.98	319,322.98	1,272,596.00	8,638,253.26
07/15/2034	1,591,918.58	277,963.58	1,313,955.00	7,311,158.71
07/15/2035	1,591,919.06	235,260.06	1,356,659.00	5,940,933.12
07/15/2036	1,591,918.64	191,168.64	1,400,750.00	4,526,175.62
07/15/2037	1,591,918.26	145,644.26	1,446,274.00	3,065,438.88
07/15/2038	1,591,918.36	98,640.36	1,493,278.00	1,557,228.10
07/15/2039	1,591,918.82	50,108.82	1,541,810.00	-
<b>Total</b>	<b>\$28,654,010.65</b>	<b>\$7,187,070.65</b>	<b>\$21,466,940.00</b>	

COUNTY OF ONEIDA

By:   
 Name: Anthony J. Picente, Jr.  
 Title: Oneida County Executive

Approved  
 ONEIDA COUNTY ATTORNEY

By: 

\* Lessee's option to purchase is subject to provisions of Section 31 of the Agreement.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 7, 2023

FN 20 23-052

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

WAYS & MEANS

Honorable Members:

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

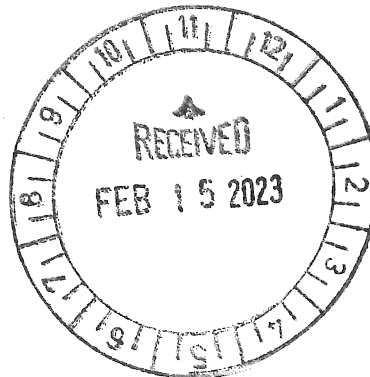
- |                                      |                                 |
|--------------------------------------|---------------------------------|
| Chief Scott Ingersoll – Utica        | Term Expiring December 31, 2023 |
| Chief Joe Morosco – Yorkville        | Term Expiring December 31, 2023 |
| Chief William DeKing – Bridgewater   | Term Expiring December 31, 2023 |
| Chief Brian Sweatman – Oneida Castle | Term Expiring December 31, 2024 |
| Chief Gary Schreppel – Clinton       | Term Expiring December 31, 2024 |
| Chief Tom Iocavissi – Rome           | Term Expiring December 31, 2024 |

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.  
County Executive

Colleen Fahy-Box  
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES  
Contract Administration, 4<sup>th</sup> Floor  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5073 Fax (315) 793-6044

January 23, 2023

FN 20 23-053

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Oneida County Department of Family and Community Services to offer services and outreach to senior citizens at an additional location in Oneida County. The total amount of this Agreement is \$22,320.00. This amount consists of 45 percent federal funds (\$10,044.00), 50 percent state funds (\$11,160.00) and 5% Oneida County dollars (\$1,116.00). This Lease Agreement will commence January 1, 2022 and will terminate December 31, 2022.

I am available at your convenience to answer any questions you may have regarding this Lease Agreement. If you find the enclosed agreeable, please forward to the Board of Legislators for consideration at their next meeting.

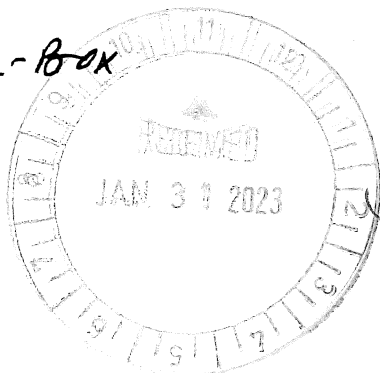
Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner

MJR/md

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 1-30-23

Oneida Co. Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The North Utica Senior Citizens Recreation Center,  
Inc.  
50 Riverside Drive  
Utica, New York 13502

**Title of Activity or Service:** Lease Agreement for NY Connects Outreach and  
Education

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

**Client Population/Number to  
be Served:** Seniors aged 60 or above

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
  
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HIICAP services.
  
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$22,320.00                      **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:**                      \$22,320.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):**  
Federal: 45% (\$10,044.00)    State: 50% (\$11,160.00)    County: 5% (\$1,116.00)

**Cost Per Client Served:**    N/A

**Past Performance Data:**    N/A

**O.C. Department Staff Comments:** None

## LEASE AGREEMENT RENEWAL

This Lease Agreement is made the 1<sup>st</sup> day of January, 2022 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Department of Family and Community Services (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

The Original Lease Agreement (Contract Number 94747) created on October 1, 2019 provides for the Lease Agreement to be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

### 1. TERM AND RENT

- a. The Lessee shall hold the Demised Premises for a term commencing on **January 1, 2022** and ending **December 31, 2022** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-two thousand three hundred twenty dollars and no cents (\$22,320.00).

### 2. OPERATIONS

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

### 3. MAINTENANCE

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees to dispose of all solid waste and all recyclable waste.
- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

### 4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

### 5. COMMON AREAS



The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility's bathrooms, break room, and other common areas.

6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security.

7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the 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 the Lessee's employees, agents, invitees, and the general public.

8. ACCESS TO PREMISES BY LESSOR

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

9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

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.

11. AMENDMENTS AND MODIFICATIONS

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

12. SEVERABILITY

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

13. CAPTIONS

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

14. RENEWAL

This Lease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

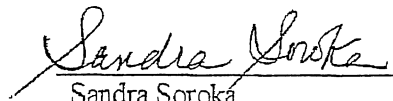
[SIGNATURES APPEAR ON THE NEXT PAGE]

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

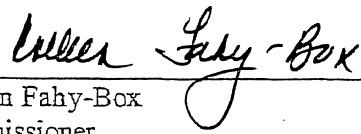
County of Oneida

The North Utica Senior Citizens  
Recreation Center, Inc.

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

  
\_\_\_\_\_  
Sandra Soroka  
Executive Director

Oneida County Department of  
Family and Community Services

  
\_\_\_\_\_  
Colleen Fahy-Box  
Commissioner

Approved:

\_\_\_\_\_  
Maryangela Scalzo  
Deputy County Attorney

# Oneida County Contract Tracking Sheet

Contract # 94747	Code: Renewal	Prior # L70903	Dept #
Vendor North Ulica Senior Citizens Recreation Center, Inc.	Type: Lease		
Starts on Contract Execution: <input type="checkbox"/>	Start Date 10/1/2019	End Date 12/31/2020	

**Department:** Office of Aging  
**Appropriation Acct(s):** A6772.495.136  
**Revenue Code:**  
**Contract Amount:** \$27,900.00  
**Contact Person:** Mersudin Dervisevic  
 Lease of space for HHCAP outreach services.

**1) County Attorney**

	YES	NO	Date	Item Number
Approval as to Form:	X		11/25/2019	
Contract Amount Over \$50,000:		X		
Board of Legislators Approval Req'd:	X			
Board of Acquisition and Contract:		X		
Requires Notary Public:		X		

Comments:

~~cannot be signed by the County Executive until updated insurance certificates have been received.~~  
 Insurance ok 4/2/20 MS

Date: 11/25/2019

Initials: MS

**2) Budget Director**

Comments:

Returned to the County Attorney's Office.

Date: 12/04/2019

Initials: TBK

**3) Final Review County Attorney**

Comments:

Date: 11/27/2019

Initials: ALQ o/b/o PMR

**4) Sent to Board of Legislators**

(contract to be held in Law Dept.)

Sent Date:

1/28/20

Approval Date:

3/11/20

Resolution Number:

100

Sent to County Executive for Signature

Date:

4-3-20



Oneida County

Anthony J. Picente, Jr.  
County Executive

Office for the Aging & Continuing Care

Michael J. Romano  
Director

---

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

November 25, 2019

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

Dear Mr. Picente:

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Office for the Aging and Continuing Care to offer services and outreach to senior citizens at an additional location in Oneida County. The total amount of this Agreement is \$27,900.00. This amount consists of 45% federal funds (\$12,555.00), 50% state funds (\$13,950.00) and 5% Oneida County dollars (\$1,395.00). This Lease Agreement will commence October 1, 2019 and will terminate December 31, 2020.

I am available at your convenience to answer any questions you may have regarding this Lease Agreement. If you find the enclosed agreeable, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures

Oneida Co. Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

The North Utica Senior Citizens Recreation  
Center, Inc.  
50 Riverside Drive  
Utica, New York 13502

**Title of Activity or Service:**

Lease Agreement for NY Connects Outreach and  
Education

**Proposed Dates of Operation:**

October 1, 2019 through December 31, 2020

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

Seniors aged 60 or above

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HIICAP services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:**        \$27,900.00                    **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:**    \$27,900.00

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

Federal: 45% (\$12,555.00)    State: 50% (\$13,950.00)    County: 5% (\$1,395.00)

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. 100**

**INTRODUCED BY: Mme. Pratt, Mr. D'Onofrio, Leone  
2ND BY: Mr. Davis**

**RE: APPROVAL OF A LEASE AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH OFFICE FOR THE AGING AND CONTINUING CARE, AND THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**

**WHEREAS,** This Board is in receipt of correspondence from Michael J. Romano, Director of the Oneida County Office for the Aging and Continuing Care, requesting approval of a Lease Agreement between Oneida County, through its Office of Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for space located at The North Utica Senior Citizens Recreation Center, located at 50 Riverside Drive in Utica to use as an outreach site for senior citizens in Oneida County, and

**WHEREAS,** In accordance with the terms set forth therein, Oneida County, through its Office for the Aging and Continuing Care, shall lease one hundred fifty-five (155) square feet of space at 50 Riverside Drive in Utica at a cost of \$27,900.00 for a term commencing October 1, 2019 and ending December 31, 2020, and

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

**RESOLVED,** That the Oneida County Board of Legislators approves and authorizes County Executive, Anthony J. Picente, Jr., to execute a Lease Agreement on behalf of the County of Oneida, through its Office for the Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for one hundred fifty-five (155) square feet of space located at 50 Riverside Drive in Utica for a term commencing October 1, 2019 and ending December 31, 2020, and it is further

**RESOLVED,** That the terms and conditions of said Lease Agreement shall be as more fully set forth in the document on file with the Clerk of this Board.

APPROVED: Health and Human Services (March 5, 2020)  
Ways and Means Committee (March 11, 2020)

DATED: March 11, 2020

Adopted by the following vote:

AYES 20 NAYS 0 ABSENT 3 (Mme. Ervin, Messrs. Koenig, Joseph)

**LEASE AGREEMENT**

This Lease Agreement is made the 1st day of October, 2019 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Office for the Aging and Continuing Care (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

**1. TERM AND RENT**

- a. The Lessee shall hold the Demised Premises for a term commencing on **October 1, 2019** and ending **December 31, 2020** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-seven thousand nine hundred dollars and no cents (\$27,900.00).
- c. The Lessee shall pay the Lessor pursuant to the following schedule:
  - i. On October 1, 2019, for the term of October 1, 2019 through February 28, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - ii. On March 1, 2020, for the term of March 1, 2020 through July 30, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - iii. On August 1, 2020, for the term of August 1, 2020 through December 31, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.

**2. OPERATIONS**

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

**3. MAINTENANCE**

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees



to dispose of all solid waste and all recyclable waste.

- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

#### 4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

#### 5. COMMON AREAS

The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility's bathrooms, break room, and other common areas.

#### 6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security.

#### 7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the 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 the Lessee's employees, agents, invitees, and the general public.

#### 8. ACCESS TO PREMISES BY LESSOR

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

#### 9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

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.

11. AMENDMENTS AND MODIFICATIONS

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

12. SEVERABILITY

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

13. CAPTIONS

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

14. RENEWAL

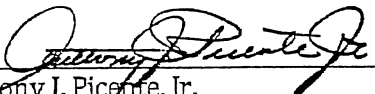
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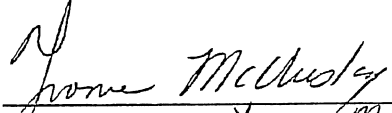
[SIGNATURES APPEAR ON THE NEXT PAGE]

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

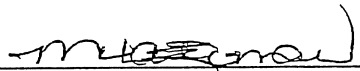
**County of Oneida**

**The North Utica Senior Citizens  
Recreation Center, Inc.**


  
\_\_\_\_\_  
Anthony J. Picante, Jr.  
Oneida County Executive

  
\_\_\_\_\_  
MariaLena Froio Yvonne McCluskey  
Executive Director

**Office for the Aging and  
Continuing Care**

  
\_\_\_\_\_  
Michael J. Romano  
Director

Approved:

  
\_\_\_\_\_  
Maryangela Scalzo, Esq.  
Assistant County Attorney

## LEASE AGREEMENT RENEWAL

This Lease Agreement is made the 1<sup>st</sup> day of January, 2022 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Department of Family and Community Services (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

The Original Lease Agreement (Contract Number 94747) created on October 1, 2019 provides for the Lease Agreement to be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

### 1. TERM AND RENT

- a. The Lessee shall hold the Demised Premises for a term commencing on **January 1, 2022** and ending **December 31, 2022** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-two thousand three hundred twenty dollars and no cents (\$22,320.00).

### 2. OPERATIONS

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

### 3. MAINTENANCE

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees to dispose of all solid waste and all recyclable waste.
- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

### 4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

### 5. COMMON AREAS

The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility's bathrooms, break room, and other common areas.

6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security.

7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the 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 the Lessee's employees, agents, invitees, and the general public.

8. ACCESS TO PREMISES BY LESSOR

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

9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

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.

11. AMENDMENTS AND MODIFICATIONS

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

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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.

13. CAPTIONS

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

14. RENEWAL

This Lease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

[SIGNATURES APPEAR ON THE NEXT PAGE]

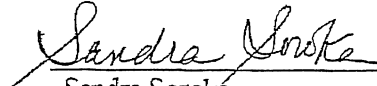
IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

County of Oneida

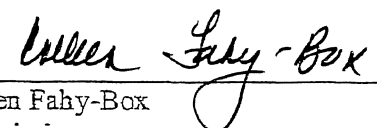
The North Utica Senior Citizens  
Recreation Center, Inc.

---

Anthony J. Picente, Jr.  
Oneida County Executive

  
Sandra Soroka  
Executive Director

Oneida County Department of  
Family and Community Services

  
Colleen Fahy-Box  
Commissioner

Approved:

---

Maryangela Scalzo  
Deputy County Attorney

# Oneida County Contract Tracking Sheet

Contract # 94747	Code: Renewal	Prior # L70903	Dept #
Vendor North Ulica Senior Citizens Recreation Center, Inc.	Type: Lease		
Starts on Contract Execution: <input type="checkbox"/>	Start Date 10/1/2019	End Date 12/31/2020	

**Department:** Office of Aging  
**Appropriation Acct(s):** A6772.495.136  
**Revenue Code:**  
**Contract Amount:** \$27,900.00  
**Contact Person:** Mersudin Dervisevic  
 Lease of space for HIICAP outreach services.

1) County Attorney	Date	Item Number
Approval as to Form: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	11/25/2019	
Contract Amount Over \$50,000: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
Board of Legislators Approval Req'd: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Board of Acquisition and Contract: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
Requires Notary Public: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

**Comments:** Cannot be signed by the County Executive until updated insurance certificates have been received.  
Insurance ok 4/2/20 NS

<b>Date:</b>	11/25/2019
<b>Initials:</b>	MS

**2) Budget Director** **Comments:**
Returned to the County Attorney's Office.

<b>Date:</b>	12/04/2019
<b>Initials:</b>	TBK

**3) Final Review County Attorney** **Comments:**

<b>Date:</b>	11/27/2019
<b>Initials:</b>	ALC o/b/o PMR

**4) Sent to Board of Legislators** **Sent Date:**
1/28/20

**(contract to be held in Law Dept.)** **Approval Date:**
3/11/20

**Resolution Number:**
100

**Sent to County Executive for Signature** **Date:**
4-3-20





Oneida County

Anthony J. Picente, Jr.  
County Executive

Office for the Aging & Continuing Care

Michael J. Romano  
Director

---

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

November 25, 2019

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

Dear Mr. Picente:

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Office for the Aging and Continuing Care to offer services and outreach to senior citizens at an additional location in Oneida County. The total amount of this Agreement is \$27,900.00. This amount consists of 45% federal funds (\$12,555.00), 50% state funds (\$13,950.00) and 5% Oneida County dollars (\$1,395.00). This Lease Agreement will commence October 1, 2019 and will terminate December 31, 2020.

I am available at your convenience to answer any questions you may have regarding this Lease Agreement. If you find the enclosed agreeable, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures

Oneida Co. Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

Name & Address of Vendor:

The North Utica Senior Citizens Recreation  
Center, Inc.  
50 Riverside Drive  
Utica, New York 13502

Title of Activity or Service:

Lease Agreement for NY Connects Outreach and  
Education

Proposed Dates of Operation:

October 1, 2019 through December 31, 2020

Client Population/Number to  
be Served:

Seniors aged 60 or above

Summary Statements:

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HHCAP services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$27,900.00      **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:** \$27,900.00

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

Federal: 45% (\$12,555.00)    State: 50% (\$13,950.00)    County: 5% (\$1,395.00)

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. 100**

**INTRODUCED BY: Mme. Pratt, Mr. D'Onofrio, Leone  
2ND BY: Mr. Davis**

**RE: APPROVAL OF A LEASE AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH OFFICE FOR THE AGING AND CONTINUING CARE, AND THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**

**WHEREAS,** This Board is in receipt of correspondence from Michael J. Romano, Director of the Oneida County Office for the Aging and Continuing Care, requesting approval of a Lease Agreement between Oneida County, through its Office of Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for space located at The North Utica Senior Citizens Recreation Center, located at 50 Riverside Drive in Utica to use as an outreach site for senior citizens in Oneida County, and

**WHEREA,** In accordance with the terms set forth therein, Oneida County, through its Office for the Aging and Continuing Care, shall lease one hundred fifty-five (155) square feet of space at 50 Riverside Drive in Utica at a cost of \$27,900.00 for a term commencing October 1, 2019 and ending December 31, 2020, and

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

**RESOLVED,** That the Oneida County Board of Legislators approves and authorizes County Executive, Anthony J. Picente, Jr., to execute a Lease Agreement on behalf of the County of Oneida, through its Office for the Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for one hundred fifty-five (155) square feet of space located at 50 Riverside Drive in Utica for a term commencing October 1, 2019 and ending December 31, 2020, and it is further

**RESOLVED,** That the terms and conditions of said Lease Agreement shall be as more fully set forth in the document on file with the Clerk of this Board.

APPROVED: Health and Human Services (March 5, 2020)  
Ways and Means Committee (March 11, 2020)

DATED: March 11, 2020

Adopted by the following vote:

AYES 20 NAYS 0 ABSENT 3 (Mme. Ervin, Messrs. Koenig, Joseph)

**LEASE AGREEMENT**

This Lease Agreement is made the 1st day of October, 2019 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Office for the Aging and Continuing Care (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

**1. TERM AND RENT**

- a. The Lessee shall hold the Demised Premises for a term commencing on **October 1, 2019** and ending **December 31, 2020** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-seven thousand nine hundred dollars and no cents (\$27,900.00).
- c. The Lessee shall pay the Lessor pursuant to the following schedule:
  - i. On October 1, 2019, for the term of October 1, 2019 through February 28, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - ii. On March 1, 2020, for the term of March 1, 2020 through July 30, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - iii. On August 1, 2020, for the term of August 1, 2020 through December 31, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.

**2. OPERATIONS**

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

**3. MAINTENANCE**

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees

to dispose of all solid waste and all recyclable waste.

- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

5. COMMON AREAS

The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility's bathrooms, break room, and other common areas.

6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security.

7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the 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 the Lessee's employees, agents, invitees, and the general public.

8. ACCESS TO PREMISES BY LESSOR

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

9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

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.

11. AMENDMENTS AND MODIFICATIONS

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

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13. CAPTIONS

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14. RENEWAL

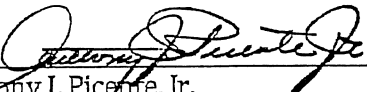
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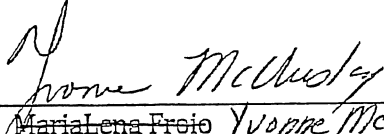
[SIGNATURES APPEAR ON THE NEXT PAGE]

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**

**The North Utica Senior Citizens  
Recreation Center, Inc.**


  
\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

  
\_\_\_\_\_  
Yvonne McCluskey  
Executive Director

**Office for the Aging and  
Continuing Care**

  
\_\_\_\_\_  
Michael J. Romano  
Director

Approved:

  
\_\_\_\_\_  
Maryangela Scalzo, Esq.  
Assistant County Attorney

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

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

FN 20 23-054

January 23, 2023

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: North Utica Senior Citizens Recreation Center Lease

Dear Mr. Picente:

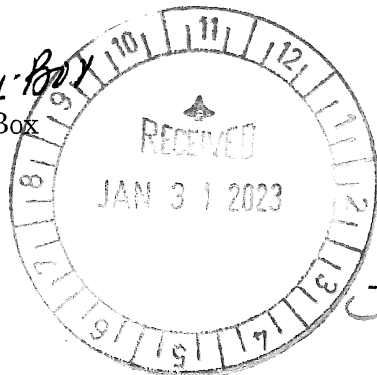
I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Oneida County Department of Family and Community Services to offer services and outreach to senior citizens at an additional location in Oneida County. The total amount of this Agreement is \$22,320.00. This amount consists of 45% federal funds (\$10,044.00), 50% state funds (\$11,160.00) and 5% Oneida County dollars (\$1,116.00). This Lease Agreement will commence January 1, 2021 and will terminate December 31, 2021.

I am available at your convenience to answer any questions you may have regarding this Lease Agreement. If you find the enclosed agreeable, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
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 1-30-23

CFB/md

Enclosures



Oneida Co. Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name & Address of Vendor: The North Utica Senior Citizens Recreation  
Center, Inc.  
50 Riverside Drive  
Utica, New York 13502

Title of Activity or Service: Lease Agreement for NY Connects Outreach and  
Education

Proposed Dates of Operation: January 1, 2021 through December 31, 2021

Client Population/Number to  
be Served: Seniors aged 60 or above

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** To lease space in The North  
Utica Senior Citizens Recreation Center for use as an outreach site for senior  
citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida  
County residents on HIICAP services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$22,320.00      **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:** \$22,320.00

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

Federal: 45% (\$10,044.00)    State: 50% (\$11,160.00)    County: 5% (\$1,116.00)

**Cost Per Client Served:** N/A

**Is this Service mandated?** Yes

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

## LEASE AGREEMENT

This Lease Agreement is made the 1st day of January, 2021 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Department of Family and Community Services (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

### 1. TERM AND RENT

- a. The Lessee shall hold the Demised Premises for a term commencing on **January 1, 2021** and ending **December 31, 2021** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-two thousand three hundred and twenty dollars and no cents (\$22,320.00).

### 2. OPERATIONS

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
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### 3. MAINTENANCE

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees to dispose of all solid waste and all recyclable waste.
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### 4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

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At all times during the term of this Lease Agreement, those portions of the property which are made available to the 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 the Lessee's employees, agents, invitees, and the general public.

8. ACCESS TO PREMISES BY LESSOR

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

9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

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.

11. AMENDMENTS AND MODIFICATIONS

This Lease Agreement may be modified or amended only in writing, duly authorized and

executed by the Lessor and the Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

12. SEVERABILITY

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

13. CAPTIONS

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

14. RENEWAL

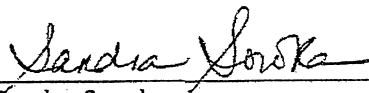
This Lease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

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

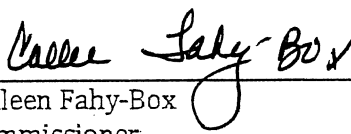
**County of Oneida**

**The North Utica Senior Citizens  
Recreation Center, Inc.**

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

  
\_\_\_\_\_  
Sandra Soroka  
Executive Director

**Oneida County Department of  
Family and Community Services**

  
\_\_\_\_\_  
Colleen Fahy-Box  
Commissioner

Approved:

\_\_\_\_\_  
Maryangela Scalzo  
Deputy County Attorney

# Oneida County Contract Tracking Sheet

Contract # 94747	Code: Renewal	Prior # L70903	Dept #
Vendor North Ulica Senior Citizens Recreation Center, Inc.	Type: Lease		
Starts on Contract Execution: <input type="checkbox"/>	Start Date 10/1/2019	End Date 12/31/2020	

**Department:** Office of Aging  
**Appropriation Acct(s):** A6772.495.136  
**Revenue Code:**  
**Contract Amount:** \$27,900.00  
**Contact Person:** Mersudin Dervisevic  
 Lease of space for HHCAP outreach services.

		Date	Item Number
Approval as to Form:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	11/25/2019	
Contract Amount Over \$50,000:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
Board of Legislators Approval Req'd:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Board of Acquisition and Contract:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
Requires Notary Public:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

**1) County Attorney**  
**Comments:** cannot be signed by the County Executive until updated insurance certificates have been received. Insurance ok 4/2/20 MS  
**Date:** 11/25/2019  
**Initials:** MS

**2) Budget Director**  
**Comments:** Returned to the County Attorney's Office.  
**Date:** 12/04/2019  
**Initials:** TBK

**3) Final Review County Attorney**  
**Comments:**  
**Date:** 11/27/2019  
**Initials:** ALQ o/b/o PMR

**4) Sent to Board of Legislators**  
 (contract to be held in Law Dept.)  
**Sent Date:** 1/28/20  
**Approval Date:** 3/11/20  
**Resolution Number:** 100

**Sent to County Executive for Signature**  
**Date:** 4-3-20



Anthony J. Picente, Jr.  
County Executive

Oneida County  
Office for the Aging & Continuing Care

Michael J. Romano  
Director

---

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

November 25, 2019

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

Dear Mr. Picente:

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Office for the Aging and Continuing Care to offer services and outreach to senior citizens at an additional location in Oneida County. The total amount of this Agreement is \$27,900.00. This amount consists of 45% federal funds (\$12,555.00), 50% state funds (\$13,950.00) and 5% Oneida County dollars (\$1,395.00). This Lease Agreement will commence October 1, 2019 and will terminate December 31, 2020.

I am available at your convenience to answer any questions you may have regarding this Lease Agreement. If you find the enclosed agreeable, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures

Oneida Co. Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

The North Utica Senior Citizens Recreation  
Center, Inc.  
50 Riverside Drive  
Utica, New York 13502

**Title of Activity or Service:**

Lease Agreement for NY Connects Outreach and  
Education

**Proposed Dates of Operation:**

October 1, 2019 through December 31, 2020

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

Seniors aged 60 or above

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HIICAP services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:**        \$27,900.00                    **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:**    \$27,900.00

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

Federal: 45% (\$12,555.00)    State: 50% (\$13,950.00)    County: 5% (\$1,395.00)

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. 100**

**INTRODUCED BY: Mme. Pratt, Mr. D'Onofrio, Leone  
2ND BY: Mr. Davis**

**RE: APPROVAL OF A LEASE AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH OFFICE FOR THE AGING AND CONTINUING CARE, AND THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**

**WHEREAS,** This Board is in receipt of correspondence from Michael J. Romano, Director of the Oneida County Office for the Aging and Continuing Care, requesting approval of a Lease Agreement between Oneida County, through its Office of Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for space located at The North Utica Senior Citizens Recreation Center, located at 50 Riverside Drive in Utica to use as an outreach site for senior citizens in Oneida County, and

**WHEREA,** In accordance with the terms set forth therein, Oneida County, through its Office for the Aging and Continuing Care, shall lease one hundred fifty-five (155) square feet of space at 50 Riverside Drive in Utica at a cost of \$27,900.00 for a term commencing October 1, 2019 and ending December 31, 2020, and

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

**RESOLVED,** That the Oneida County Board of Legislators approves and authorizes County Executive, Anthony J. Picente, Jr., to execute a Lease Agreement on behalf of the County of Oneida, through its Office for the Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for one hundred fifty-five (155) square feet of space located at 50 Riverside Drive in Utica for a term commencing October 1, 2019 and ending December 31, 2020, and it is further

**RESOLVED,** That the terms and conditions of said Lease Agreement shall be as more fully set forth in the document on file with the Clerk of this Board.

APPROVED: Health and Human Services (March 5, 2020)  
                  Ways and Means Committee (March 11, 2020)

DATED: March 11, 2020

Adopted by the following vote:  
AYES 20 NAYS 0 ABSENT 3 (Mme. Ervin, Messrs. Koenig, Joseph)



**LEASE AGREEMENT**

This Lease Agreement is made the 1st day of October, 2019 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Office for the Aging and Continuing Care (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

**1. TERM AND RENT**

- a. The Lessee shall hold the Demised Premises for a term commencing on **October 1, 2019** and ending **December 31, 2020** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-seven thousand nine hundred dollars and no cents (\$27,900.00).
- c. The Lessee shall pay the Lessor pursuant to the following schedule:
  - i. On October 1, 2019, for the term of October 1, 2019 through February 28, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - ii. On March 1, 2020, for the term of March 1, 2020 through July 30, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - iii. On August 1, 2020, for the term of August 1, 2020 through December 31, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.

**2. OPERATIONS**

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

**3. MAINTENANCE**

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees

to dispose of all solid waste and all recyclable waste.

- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

#### 4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

#### 5. COMMON AREAS

The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility's bathrooms, break room, and other common areas.

#### 6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security.

#### 7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the 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 the Lessee's employees, agents, invitees, and the general public.

#### 8. ACCESS TO PREMISES BY LESSOR

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

#### 9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

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.

11. AMENDMENTS AND MODIFICATIONS

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

12. SEVERABILITY

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

13. CAPTIONS

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

14. RENEWAL

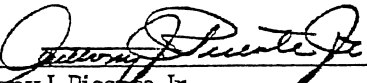
This Lease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

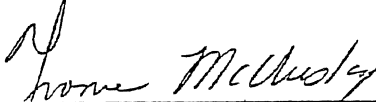
[SIGNATURES APPEAR ON THE NEXT PAGE]

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

The North Utica Senior Citizens  
Recreation Center, Inc.

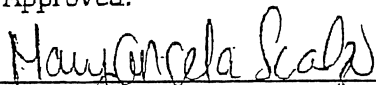
  
\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

  
\_\_\_\_\_  
MariaLena Froio Yvonne McCluskey  
Executive Director

Office for the Aging and  
Continuing Care

  
\_\_\_\_\_  
Michael J. Romano  
Director

Approved:

  
\_\_\_\_\_  
Maryangela Scalzo, Esq.  
Assistant County Attorney

## LEASE AGREEMENT

This Lease Agreement is made the 1st day of January, 2021 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Department of Family and Community Services (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

### 1. TERM AND RENT

- a. The Lessee shall hold the Demised Premises for a term commencing on **January 1, 2021** and ending **December 31, 2021** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-two thousand three hundred and twenty dollars and no cents (\$22,320.00).

### 2. OPERATIONS

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
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11. AMENDMENTS AND MODIFICATIONS

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14. RENEWAL

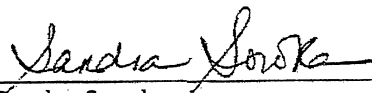
This Lease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

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

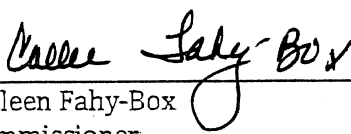
**County of Oneida**

**The North Utica Senior Citizens  
Recreation Center, Inc.**

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

  
\_\_\_\_\_  
Sandra Soroka  
Executive Director

**Oneida County Department of  
Family and Community Services**

  
\_\_\_\_\_  
Colleen Fahy-Box  
Commissioner

Approved:

\_\_\_\_\_  
Maryangela Scalzo  
Deputy County Attorney

# Oneida County Contract Tracking Sheet

Contract # 94747	Code: Renewal	Prior # L70903	Dept #
Vendor North Utica Senior Citizens Recreation Center, Inc.	Type: Lease		
Starts on Contract Execution: <input type="checkbox"/>	Start Date 10/1/2019	End Date 12/31/2020	

**Department:** Office of Aging  
**Appropriation Acct(s):** A6772.495.135  
**Revenue Code:**  
**Contract Amount:** \$27,900.00  
**Contact Person:** Mersudin Dervisevic  
 Lease of space for HHCAP outreach services.

1) County Attorney	Date	Item Number
Approval as to Form: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	11/25/2019	
Contract Amount Over \$50,000: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
Board of Legislators Approval Req'd: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Board of Acquisition and Contract: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
Requires Notary Public: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
<b>Comments:</b> <span style="border: 1px solid black; padding: 2px;">cannot be signed by the County Executive until updated insurance certificates have been received.</span> Insurance OK 4/2/20 MS	Date: 11/25/2019	Initials: MS

2) Budget Director	<b>Comments:</b> Returned to the County Attorney's Office.	Date: 12/04/2019 Initials: TBK
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3) Final Review County Attorney	<b>Comments:</b>	Date: 11/27/2019 Initials: ALQ o/b/o PMR
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4) Sent to Board of Legislators	Sent Date: 1/28/20
(contract to be held in Law Dept.)	Approval Date: 3/11/20
	Resolution Number: 100

Sent to County Executive for Signature	Date: 4-3-20
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Anthony J. Picente, Jr.  
County Executive

Oneida County  
Office for the Aging & Continuing Care

Michael J. Romano  
Director

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

November 25, 2019

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

Dear Mr. Picente:

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Office for the Aging and Continuing Care to offer services and outreach to senior citizens at an additional location in Oneida County. The total amount of this Agreement is \$27,900.00. This amount consists of 45% federal funds (\$12,555.00), 50% state funds (\$13,950.00) and 5% Oneida County dollars (\$1,395.00). This Lease Agreement will commence October 1, 2019 and will terminate December 31, 2020.

I am available at your convenience to answer any questions you may have regarding this Lease Agreement. If you find the enclosed agreeable, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures

Oneida Co. Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

The North Utica Senior Citizens Recreation  
Center, Inc.  
50 Riverside Drive  
Utica, New York 13502

**Title of Activity or Service:**

Lease Agreement for NY Connects Outreach and  
Education

**Proposed Dates of Operation:**

October 1, 2019 through December 31, 2020

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

Seniors aged 60 or above

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HIICAP services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$27,900.00      **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:** \$27,900.00

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

Federal: 45% (\$12,555.00)    State: 50% (\$13,950.00)    County: 5% (\$1,395.00)

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. 100**

**INTRODUCED BY: Mme. Pratt, Mr. D'Onofrio, Leone  
2ND BY: Mr. Davis**

**RE: APPROVAL OF A LEASE AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH OFFICE FOR THE AGING AND CONTINUING CARE, AND THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**

**WHEREAS,** This Board is in receipt of correspondence from Michael J. Romano, Director of the Oneida County Office for the Aging and Continuing Care, requesting approval of a Lease Agreement between Oneida County, through its Office of Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for space located at The North Utica Senior Citizens Recreation Center, located at 50 Riverside Drive in Utica to use as an outreach site for senior citizens in Oneida County, and

**WHEREA,** In accordance with the terms set forth therein, Oneida County, through its Office for the Aging and Continuing Care, shall lease one hundred fifty-five (155) square feet of space at 50 Riverside Drive in Utica at a cost of \$27,900.00 for a term commencing October 1, 2019 and ending December 31, 2020, and

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

**RESOLVED,** That the Oneida County Board of Legislators approves and authorizes County Executive, Anthony J. Picente, Jr., to execute a Lease Agreement on behalf of the County of Oneida, through its Office for the Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for one hundred fifty-five (155) square feet of space located at 50 Riverside Drive in Utica for a term commencing October 1, 2019 and ending December 31, 2020, and it is further

**RESOLVED,** That the terms and conditions of said Lease Agreement shall be as more fully set forth in the document on file with the Clerk of this Board.

APPROVED: Health and Human Services (March 5, 2020)  
Ways and Means Committee (March 11, 2020)

DATED: March 11, 2020

Adopted by the following vote:

AYES 20 NAYS 0 ABSENT 3 (Mme. Ervin, Messrs. Koenig, Joseph)

**LEASE AGREEMENT**

This Lease Agreement is made the 1st day of October, 2019 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Office for the Aging and Continuing Care (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

**1. TERM AND RENT**

- a. The Lessee shall hold the Demised Premises for a term commencing on **October 1, 2019** and ending **December 31, 2020** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-seven thousand nine hundred dollars and no cents (\$27,900.00).
- c. The Lessee shall pay the Lessor pursuant to the following schedule:
  - i. On October 1, 2019, for the term of October 1, 2019 through February 28, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - ii. On March 1, 2020, for the term of March 1, 2020 through July 30, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - iii. On August 1, 2020, for the term of August 1, 2020 through December 31, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.

**2. OPERATIONS**

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

**3. MAINTENANCE**

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees

to dispose of all solid waste and all recyclable waste.

- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

5. COMMON AREAS

The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility's bathrooms, break room, and other common areas.

6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security.

7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the 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 the Lessee's employees, agents, invitees, and the general public.

8. ACCESS TO PREMISES BY LESSOR

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

9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

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.

11. AMENDMENTS AND MODIFICATIONS

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

12. SEVERABILITY

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

13. CAPTIONS

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

14. RENEWAL

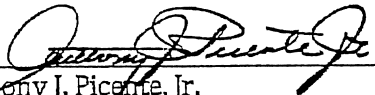
This Lease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

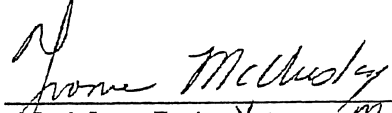
[SIGNATURES APPEAR ON THE NEXT PAGE]

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

The North Utica Senior Citizens  
Recreation Center, Inc.

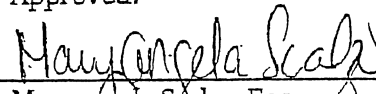
  
\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

  
\_\_\_\_\_  
Maria Lena Froio Yvonne McCluskey  
Executive Director

Office for the Aging and  
Continuing Care

  
\_\_\_\_\_  
Michael J. Romano  
Director

Approved:

  
\_\_\_\_\_  
Maryangela Scalzo, Esq.  
Assistant County Attorney



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

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

Anthony J. Picente, Jr. County Executive

Karl E. Schrantz, P.E. Commissioner

January 23, 2023

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

FN 20 23-055

Re: Work Order #29, Amendment 10 Private property I/I Reduction Program Implementation-FY2023 GHD Consulting Services, Inc.

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

The Master Agreement with GHD Consulting Services, Inc. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #29, Amendment 10 which would cover FY 2032 of the implementation of a district-wide Private Inflow and Infiltration Reduction Program. Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the NYSDEC consent order. Furthermore, the program is being implemented district-wide to assist with addressing excessive wet weather flows in the municipal sanitary sewer collection systems that impact capacity of the Oneida County Sewer District wastewater infrastructure. This is expected to be a critical on-going local compliance program for the foreseeable future.

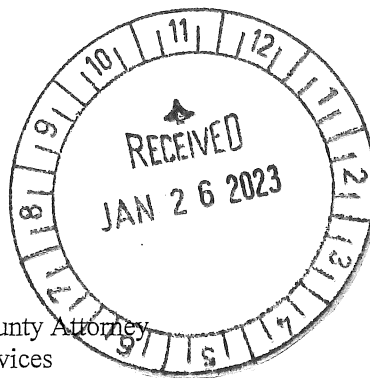
Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$126,000. Funding has been allocated in the Department's 2023 operating budget.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

Karl E. Schrantz

Karl E. Schrantz, P.E. Commissioner



cc: Christopher Kalill - Assistant Oneida County Attorney John Lagorga, PE - GHD Consulting Services

Attachments: Work Order #29, Amendment 10 Contract Summary Sheet

Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 1-26-23



Competing Proposal   X    
Only Respondent         
Sole Source RFP         
Other       

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
5788 Widewaters Parkway  
Syracuse, NY 13214

**Title of Activity or Service:** Work Order #29, Amendment 10  
Private Property I/I Reduction  
Program Implementation –FY 2023

**Proposed Dates of Operation:** FY 2023

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: This work order covers the implementation of Amendment 10 of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District for FY 2023.
- 2) Program/Service Objectives and Outcomes: The objective of the work order is to advance the key programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012, as well as those that developed out of the PPII Working Group collaboration.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$126,000                      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department’s 2023 operating budget as it is a district-wide service.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this work order will be provided by the department 2023 operating budget as it is a district-wide service.

**Cost Per Client Served:** \$1.15

**Past Performance Data:** Implementation of private I/I reduction is an arduous process requiring intensive coordination with municipal officials.

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order and is expected to be a critical on-going local compliance program for the foreseeable future.



**WORK ORDER 29  
AMENDMENT No. 10**

**PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – FY 2023**

**I. PROJECT UNDERSTANDING**

The purpose of this seventh Amendment to Work Order 29 (this "Work Order Amendment"), made by and between GHD Consulting Services Inc. (the "Consultant") and the County of Oneida (the "County") is to continue providing private property inflow/infiltration programming for the period from January 1, 2023 until December 31, 2023.

The County has made major accomplishments toward the reduction of inflow/infiltration ("I/I") in the public sanitary sewer system, including in areas tributary to the Sauquoit Creek Pump Station (SCPS). However, continued success will be dependent on advancement of a formal program to reduce I/I on the private property side of the system.

Appealing to property owners to voluntarily correct I/I problems has been a particular focus of community education over the past few years. In 2023, it will be necessary to achieve consumer understanding of the remaining steps needed to achieve NYSDEC consent order requirements, their role in removal of I/I on private property, and the realities of associated costs to the County, District member municipalities, and to homeowners.

The intent of this amendment to Work Order 29 is to continue the advancement of the private property inflow/infiltration ("PPI/I") program toward continued successful implementation. This includes the evolution of programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of Steering Committee and Working Group collaboration. The scope of work for the services in 2023 are described in Section II below.

**II. SCOPE OF SERVICES**

**A. Task 1 – Municipal and Private Property Overflows Working Group**

The Project Team will continue to collaborate with the Town/Village representatives and OCSD Steering Committee members who will be responsible for helping implement a community-based PPI/I reduction program. The June 29, 2012 Proposed PPII Framework plus topics of interest identified during subsequent PPI/I Working Group sessions will be the basis for further developing/enhancement of the plan. Meeting notes will be prepared following each work session and technical documents developed as program elements are designed. Additional support will include:

1. Technical guidance to municipal representatives at Working Group meetings, as well as coordination and follow-up between work sessions.
2. Engineering/technical coordination relative to the private property I/I program implementation

**B. Task 2 – Private Property Inflow/Infiltration Reduction – Municipality Support and Long-term Program Development**

This Work Order Amendment allocates budget to support PPI/I initiatives as determined by the municipalities. The effort will include some or all of the following elements:

1. Technical guidance to communities to assist in the identification of PPJ/I issues and provide support in identifying areas and types of excessive I/I and provide potential solutions.
2. Review and analysis of flow monitoring data to assess system capacity and performance as well as identify locations and magnitude of PPI/I.
3. Assist the County in prioritizing areas which require further assessment including flow metering, CCTV inspection, dye testing, etc.
4. Assess the impacts on sanitary sewer flow characteristics due to future development and PPI/I - locations determined by the County and the Engineering Team.
5. Identify grant opportunities which may be available for PPI/I source removal, and assist communities in preparing and submitting grant applications.
6. Advancement of the PPI/I program in accordance with Oneida County Sewer Use Rules and Regulations, with a focus on:
  - a) Review and evaluation of the County and local municipality Sewer Use Ordinances relative to authority to require PPI/I reduction efforts and to evaluate and eliminate PPI/I.
  - b) Developing District-wide facility inspection protocols/procedures that account for the unique composition and infrastructure status of each community;
  - c) Clarification on the right to inspect private property for illicit connections and excessive PPI/I to the municipal sanitary sewer system, including review of the existing Oneida County Sewer Use Rules and Regulations and identifying potential recommended revisions as necessary. Under this task the Engineering team will coordinate required discussions and solicit input from the County Attorney;
  - d) Exploring mechanisms and approaches to assist local municipalities and property owners in completing corrective measures that address illicit connections and excessive PPI/I;
  - e) Investigating and developing enforcement measures for non-compliance;
  - f) Requirements for municipality participation;
  - g) Other items as may be determined through collaboration with community leaders and the Steering Committee.

**C. Task 3 – Project Management**

Project management will include staffing and resource allocation, subconsultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. John LaGorga, P.E. from GHD will serve as the Project Manager. Nancy Pattarini will be the Lead Project Coordinator from Paige Marketing Communications Group, Inc.

#### **D. Task 4 – Private Property Inflow/Infiltration (PPI/I) Community Education Program**

As the Consent Order deadline approaches, member municipalities and residents will need to accelerate efforts to remove private property I/I from the system. This message must be clearly communicated to members of the public.

The private property I/I community education program in 2022 will be focused on introduction of a formal private property I/I reduction program. Residents will be provided with information on the inspection process, how to make I/I improvements, possible funding for private I/I projects, and other aspects related to new requirements, assistance, and enforcement.

The project team will advance this task. including the following program components.

##### **1. Property Owner Communications**

The project team will be responsible in 2022 for advancing this critical public information and education program through:

- a) Designing, drafting, editing and producing hard and digital copies of public information collateral for distribution through steering committee members and other municipal elected officials and staff;
- b) Distributing informational materials through direct mailings to households and social media
- c) Communicating program elements through the general media
- d) Planning and facilitating community education events, focus groups and public information briefings related to project activities.

##### **2. PPI/I Education/Information Materials Development**

The project team will produce public information materials to support program messaging, including:

- a) Designing, drafting, editing and producing hard and digital copies of public information collateral for distribution through steering committee members and other municipal elected officials and staff.
- b) Issuing project bulletins to maintain awareness of program advancements and new developments.
- c) Maintaining the project website ([rippleeffectOCSD.org](http://rippleeffectOCSD.org)) to maintain transparency and enhance education efforts:
  - a. Develop and post project information of importance to District residents, including construction schedules, upcoming private property I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation.
  - b. Develop visuals and other illustrative materials to deliver user-friendly, easy-to-understand content.

**III. SCHEDULE**

The work of this Work Order will commence upon authorization by Oneida County and will continue through December 31, 2023.

**IV. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage). The Compensation for the Scope of Services is estimated at \$126,000.00 as outlined in Section II is shown on Table 1.
- B. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 29, Amendment No. 10 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
GHD CONSULTING SERVICES INC.

**Client**  
COUNTY OF ONEIDA

By: Randy M. Cameron PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: *Randy Cameron*

Signature: \_\_\_\_\_

Date: 12/22/2022

Date: \_\_\_\_\_

ATTACHMENT A  
RATE SCHEDULE

1.0 GHD CONSULTING SERVICES INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
VP/Principal	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Project Manager/Senior Engineer	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$122.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Junior Designer	\$96.00
Secretarial/WP	\$74.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

2.0 O'BRIEN AND GERE ENGINEERS, INC.  
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)

2.1 **Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$187.00
Engineer 3	\$130.00
Engineer/Scientist 2	\$112.00
Engineer/Scientist 1	\$85.00
Engineering Technician 3	\$98.00
Engineering Technician 2	\$94.00
Intern	\$45.00
Administrative Assistant	\$77.00
Technical Typist	\$69.00

2.2 **Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Not Used;
- 2.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.9 The actual cost of premiums paid on overtime worked.

**3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**3.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Creative Director	\$143.00
Web Developer	\$135.00
Marcom Planner	\$143.00
Public Relations Manager	\$135.00
AV/Video Editor	\$143.00
Copy Writer/Editor	\$125.00
Graphic Artist	\$115.00
Production Specialist	\$119.00
Secretarial/Office Support (Project Administrator)	\$62.00

**3.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Not Used;
- 3.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.9 The actual cost of premiums paid on overtime worked.



Fee Estimate  
 Work Order 27  
 Amendment 10

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Total Hrs	Billing Rate 2023	Total Cost	Subtotals
	CMOM Working Group	Project Management	Muni Collection System Coordination	Verano Mitigation Annual Monitoring Report	FEMA Streambank Stabilization - Bid, CA, RPR				
<b>Ramboll</b>									
Project Officer				8	8	16	\$229.00	\$3,664.00	
Project Manager 2						0	\$198.00	\$0.00	
Project Manager 1				40	40	40	\$187.00	\$7,480.00	
Assistant Project Manager				60	60	60	\$117.00	\$7,020.00	
Plant Operations Manager 1						0	\$180.00	\$0.00	
WW Operator Class 4A				80	120	0	\$125.00	\$0.00	
Engineer/Scientist 3						200	\$135.00	\$27,000.00	
Engineer/Scientist 2						0	\$117.00	\$0.00	
Resident Project Representative 1				150	150	150	\$88.00	\$13,200.00	
Resident Project Representative 2				580	580	580	\$112.00	\$64,960.00	
Engineering Technician 3						0	\$106.00	\$0.00	
Engineering Technician 2						0	\$97.00	\$0.00	
Intern						0	\$45.00	\$0.00	
Technical Typist				20	20	20	\$69.00	\$1,380.00	
									<b>\$124,704.00</b>
<b>GHD Consulting Services, Inc.</b>									
Vice President/Principal		20	20			0	\$239.00	\$0.00	
Associate		16	20			40	\$190.00	\$7,600.00	
Senior Project Manager	8					44	\$167.00	\$7,348.00	
Senior Engineer						0	\$160.00	\$0.00	
Project Manager			60			60	\$150.00	\$9,000.00	
Project Engineer II						0	\$135.00	\$0.00	
Secretarial/Word Processing						0	\$74.00	\$0.00	
									<b>\$23,048.00</b>
<b>Paige Marketing Communications Group, Inc.</b>									
Principal	45					45	\$195.00	\$8,775.00	
Public Relations Manager	30					30	\$135.00	\$4,050.00	
Graphic Artist	12					12	\$115.00	\$1,380.00	
Copy Writer/Editor	15					15	\$125.00	\$1,875.00	
Production Specialist	10					10	\$119.00	\$1,190.00	
Project Administrator	5					5	\$62.00	\$310.00	
									<b>\$17,580.00</b>
<b>Subtotal Labor</b>	\$18,916.00	\$6,472.00	\$15,240.00	\$12,632.00	\$112,072.00	1327			<b>\$165,332.00</b>
Direct Expenses								\$0.00	
Travel	\$0.00	\$0.00	\$542.40	\$542.40	\$113.00			\$0.00	\$1,536.80
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
Office Expenses	\$360.00	\$0.00	\$252.00	\$1,519.20	\$0.00			\$0.00	\$2,131.20
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
<b>Subtotal Disbursements</b>	\$360.00	\$0.00	\$794.40	\$2,061.60	\$113.00			\$0.00	<b>\$3,668.00</b>
<b>PROJECT TOTAL</b>	\$19,276.00	\$6,472.00	\$16,034.40	\$14,693.60	\$112,185.00			\$0.00	<b>\$169,000.00</b>
									<b>ESTIMATED COMPENSATION</b>
									<b>\$169,000.00</b>



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

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

Anthony J. Picente, Jr. County Executive

Karl E. Schrantz, P.E. Commissioner

January 23, 2023

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

FN 20 23-056

PUBLIC WORKS

Re: Work Order #27, Amendment 10 CMOM Program Implementation-FY2023 GHD Consulting Services, Inc.

WAYS & MEANS

Dear County Executive Picente:

The Master Agreement with GHD Consulting Services, Inc. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #27, Amendment 10. This Work Order is a continuation of the district-wide Capacity Management, Operations, and Maintenance Program (CMOM) and will cover FY 2023. Implementing this program is a requirement of the current NYSDEC consent order. The program will continue the progression of CMOM elements, including the key programmatic elements of the June 29, 2012, CMOM Framework document that was approved by NYSDEC. Furthermore, the ongoing program has been implemented district-wide in order to guide the operational and maintenance items identified through the various sewer inspection and rehabilitation programs as well as continued interaction with the municipal collection system operators. This is expected to be a critical on-going local compliance program for the foreseeable future.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$169,000. Funding for this work order will come from the department 2023 operating budget as the program is being implemented district wide. Technical support to OCDOH for the implementation of the FOG program is included in this work order

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

Karl E. Schrantz

Karl E. Schrantz, P.E. Commissioner



cc: Christopher Kalill - Assistant Oneida County Attorney John LaGorga, P.E. - GHD Consulting Services, Inc.

Attachments: Work Order #27, Amendment 10 Contract Summary Sheet

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

Anthony J. Picente, Jr. County Executive

Date 1-26-23

Competing Proposal   X    
Only Respondent             
Sole Source RFP             
Other           

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
5788 Widewaters Parkway  
Syracuse, NY 13214

**Title of Activity or Service:** Work Order #27, Amendment 10  
CMOM Program Implementation-FY 2023

**Proposed Dates of Operation:** FY 2023

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: This work order covers the continued implementation of the Capacity Management, Operations and Maintenance Program (CMOM) for the Oneida County Sewer District for FY 2023.
  
- 2) Program/Service Objectives and Outcomes: The objective of the work order is to continue the advancement of the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012.
  
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$169,000                      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the department 2023 operating budget as it is district wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this work order will be provided by the department 2023 operating budget as it is district wide.

**Cost Per Client Served:** \$1.54

**Past Performance Data:** Implementation of CMOM in the entire district is progressing.

**O.C. Department Staff Comments:** The Department of Water Quality and Water Pollution Control recommends approval of this Work Order amendment as the CMOM program will continue to be a critical on-going local compliance program for the foreseeable future.



**WORK ORDER 27  
AMENDMENT No. 10**

**CMOM PROGRAM IMPLEMENTATION – FY 2023**

**I. PROJECT UNDERSTANDING**

Continued advancement of the Capacity Management, Operations, and Maintenance (CMOM) program is a priority item for the Oneida County Sewer District (District) and the Steering Committee for 2023.

Oneida County, the Steering Committee, and CMOM Working Group have made progress since 2013 with the development and implementation of the initial phases of the various elements planned under the CMOM Program Implementation. The purpose of this Work Order is to continue that progression of implementation of CMOM elements, including some of the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 as well as those that developed out of the 2018 Working Group collaboration, and those operational and maintenance items identified through the various sewer rehabilitation projects and interaction with the collection system operators.

The Project Team responsible for implementing this Work Order includes Ramboll Americas Engineering Solutions, Inc. (Ramboll) and Paige Marketing Communications Group.

**II. SCOPE OF WORK**

The following is a scope of services relative to work proposed to be performed by the project team through 2023:

**A. Task 1 – CMOM Working Group**

1. The Project Team will continue to collaborate with key community representatives and Steering Committee members involved in the operation and maintenance of the municipal sewer systems to assist in the further development of the implementation plan for a community-based CMOM program. The June 29, 2012 Proposed CMOM Framework plus topics of interest identified during subsequent Work Group sessions will be the basis for further developing the plan. Up to two (2) work sessions are anticipated over the course of 2023 if appropriate topics are identified for Group discussions and/or presentations. Progress reports will be prepared following each work session and technical documents developed as program elements are developed.
2. Additional support may include technical guidance and direction to municipal representatives at Work Group meetings, as well as coordination and follow up between work sessions.

*Team Leader: Paige Group*

*Team Members: Ramboll, GHD*

**B. Task 2 – Project Management**

Project management will include staffing and resource allocation, sub-consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. From GHD, John Story, P.E. will be the Project Manager and staff members from Ramboll and GHD will assist with technical coordination for this Work Order. From Paige Marketing Communications Group, Nancy Pattarini will be the lead Technical Coordinator.

*Team Leader: GHD*

*Team Members: Paige Group, Ramboll*

**C. Task 3 – Municipal Collection System Coordination**

This task was new in 2015 and continued through 2022. It provided engineering/technical support on an as needed basis to assist the County and/or municipalities with the investigation of sanitary sewer system issues. Because this has been found to be a valuable service to both the County and municipalities, municipal collection system coordination services will continue in 2023. Services may include one or more of the following:

1. Site visits
2. Desk top review of available mapping and related sewer system data.
3. Coordination with and technical support for local officials, sewer system operators, and contractors regarding immediate system repairs.
4. Attendance at sewer system issue-specific community meetings.
5. Assistance to with isolated/localized sewer and easement inspections.
6. Subcontract with a cleaning and CCTV contractor for investigative or diagnostic services on an as-needed basis for municipal and County sewers.
7. Other tasks as may be requested by the County or municipality (upon concurrence by the Commissioner).

*Team Leader: GHD*

**D. Task 4 – Wetland Mitigation Annual Monitoring Report**

Pursuant to Special Condition 22 of the USACE Permit, annual quantitative assessment of viable woody vegetation is to be assessed annually between June and October for a period of ten years. Annual monitoring reports that summarize observed conditions are to be prepared and submitted to the USACE no later than December 31 of each monitoring year. The 2023 Annual Monitoring Report will present the results of Year 4 monitoring.

*Team Leader: Ramboll*

**E. Task 5 – FEMA Streambank Stabilization**

In 2022, designs were prepared for streambank improvements along Sauquoit Creek, generally located as follows:

- Victoria Drive
- Pietryka Park
- New Hartford Manholes
- Nail Creek
- Mud Creek (Symeons)
- Salvatores

Plans were prepared for each location, and permits were applied for from the NYSDEC and USACE. Additionally, floodplain applications were filed. In 2023, bids will be received for these locations and construction will be completed. 2023 services include bidding, construction administration, and part-time resident inspection.

*Team Leader: Ramboll*

### III. SCHEDULE

The work of this Work Order will commence upon authorization by Oneida County and will continue through December 31, 2023.

### IV. COMPENSATION

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$169,000.00 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

### V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 27, Amendment No. 10, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant  
GHD CONSULTING SERVICES INC.

Client  
COUNTY OF ONEIDA

By: Randy M. Cameron, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: *Randy Cameron*

Signature: \_\_\_\_\_

Date: 12/22/2022

Date: \_\_\_\_\_

ATTACHMENT A  
RATE SCHEDULE

1.0 GHD CONSULTING SERVICES INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Principal	\$239.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer II	\$135.00
Secretarial/Word Processing	\$74.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.



2.0 O'BRIEN AND GERE ENGINEERS, INC.  
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$187.00
Assistant Project Manager	\$117.00
Plant Operations Manager 1	\$180.00
WW Operator Class 4A	\$125.00
Engineer/Scientist 3	\$135.00
Engineer/Scientist 2	\$117.00
Engineer/Scientist 1	\$88.00
Resident Project Representative 2	\$112.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Intern	\$45.00
Technical Typist	\$69.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Not Used;
- 2.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.9 The actual cost of premiums paid on overtime worked.

**3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**3.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Public Relations Manager	\$135.00
Graphic Artist	\$115.00
Copy Writer/Editor	\$125.00
Production Specialist	\$119.00
Project Administrator	\$62.00

**3.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Not Used;
- 3.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.9 The actual cost of premiums paid on overtime worked.

Fee Estimate  
 Work Order 27  
 Amendment 10

TABLE 1

Description	Task 1 CMOM Working Group	Task 2 Project Management	Task 3 Muni Collection System Coordination	Task 4 wetland Mitigation Annual Monitoring Report	Task 5 FEMA Streambank Stabilization - Bid, CA, RPR	Total Hrs	Billing Rate 2023	Total Cost	Subtotals
<b>Ramboll</b>									
Project Officer				8	8	16	\$229.00	\$3,664.00	
Project Manager 2						0	\$198.00	\$0.00	
Project Manager 1					40	40	\$187.00	\$7,480.00	
Assistant Project Manager					60	60	\$117.00	\$7,020.00	
Plant Operations Manager 1						0	\$180.00	\$0.00	
WWW Operator Class 4A						0	\$125.00	\$0.00	
Engineer/Scientist 3				80	120	200	\$135.00	\$27,000.00	
Engineer/Scientist 2						0	\$117.00	\$0.00	
Engineer/Scientist 1					150	150	\$88.00	\$13,200.00	
Resident Project Representative 2					580	580	\$112.00	\$64,960.00	
Engineering Technician 3						0	\$106.00	\$0.00	
Engineering Technician 2						0	\$97.00	\$0.00	
Intern						0	\$45.00	\$0.00	
Technical Typist					20	20	\$69.00	\$1,380.00	
									<b>\$124,704.00</b>
<b>GHD Consulting Services, Inc.</b>									
Vice President/Principal						0	\$239.00	\$0.00	
Associate		20	20			40	\$190.00	\$7,600.00	
Senior Project Manager	8	16				44	\$167.00	\$7,348.00	
Senior Engineer						0	\$160.00	\$0.00	
Project Manager						0	\$150.00	\$0.00	
Project Engineer II			60			60	\$135.00	\$8,100.00	
Secretarial/Word Processing						0	\$74.00	\$0.00	
									<b>\$23,048.00</b>
<b>Paige Marketing Communications Group, Inc.</b>									
Principal	45					45	\$195.00	\$8,775.00	
Public Relations Manager	30					30	\$135.00	\$4,050.00	
Graphic Artist	12					12	\$115.00	\$1,380.00	
Copy Writer/Editor	15					15	\$125.00	\$1,875.00	
Production Specialist	10					10	\$119.00	\$1,190.00	
Project Administrator	5					5	\$62.00	\$310.00	
									<b>\$17,580.00</b>
<b>Subtotal Labor</b>	\$18,916.00	\$6,472.00	\$15,240.00	\$12,632.00	\$112,072.00	1327		\$0.00	<b>\$165,332.00</b>
Direct Expenses									
Travel	\$0.00	\$0.00	\$542.40	\$542.40	\$113.00			\$0.00	\$1,536.80
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
Office Expenses	\$360.00	\$0.00	\$252.00	\$1,519.20	\$0.00			\$2,131.20	\$0.00
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
<b>Subtotal Disbursements</b>	\$360.00	\$0.00	\$794.40	\$2,061.60	\$113.00			\$0.00	<b>\$3,668.00</b>
<b>PROJECT TOTAL</b>	\$19,276.00	\$6,472.00	\$16,034.40	\$14,693.60	\$112,185.00			\$0.00	<b>\$169,000.00</b>
									<b>ESTIMATED COMPENSATION</b>
									<b>\$169,000.00</b>



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**  
51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.  
County Executive

Karl E. Schrantz, P.E.  
Commissioner

January 23, 2023

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

FN 20 23-057

**PUBLIC WORKS**

Re: Work Order #35, Amendment 5  
Flow Monitoring Program Support Services – FY 2023  
GHD Consulting Services, Inc.

**WAYS & MEANS**

Dear County Executive Picente:

The Master Agreement with GHD Consulting Services, Inc. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

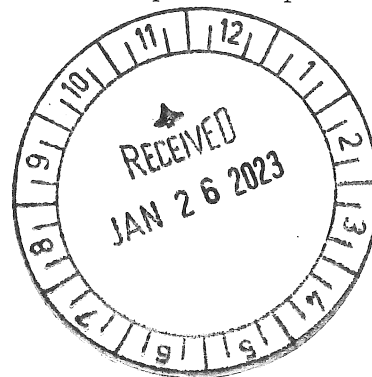
The purpose of this Work Order is to provide continued engineering and related technical services in support of the established Flow Monitoring Program for FY 2023. The flow meter procurement, installation, set up and engineering support were previously funded by Economic Development Assistance Program (EDAP) grant #3505 obtained by the County from the State of New York. Analysis of the data obtained from this system, which includes identification of areas of the municipal collection systems with excessive inflow/infiltration, is not part of the grant funding so this activity must be supported by another means. The flow monitoring program was a required element of the Consent Order R620060823-67 between NYSDEC and Oneida County and continues to be a necessary element for the flow management of the sewer collection system.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be approved with an estimated cost of \$50,000. Funding has been allocated in the Department's 2023 operating budget.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

Karl E. Schrantz, P.E.  
Commissioner



Cc: Christopher Kalill – Assistant Oneida County Attorney  
John Lagorga, P.E. – GHD Consulting Services, Inc.

Attachments: Work Order #35, Amendment 5  
Contract Summary Sheet

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

Anthony J. Picente, Jr.  
County Executive

Date 1-26-23

Competing Proposal   X    
Only Respondent             
Sole Source RFP             
Other           

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
5788 Widewaters Parkway  
Syracuse, NY 13214

**Title of Activity or Service:** Work Order #35, Amendment 5  
Flow Monitoring Program -FY 2023

**Proposed Dates of Operation:** FY 2023

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: The purpose of this Work Order is to provide continued engineering and related technical services in support of the established Flow Monitoring Program for FY2023.
- 2) Program/Service Objectives and Outcomes: Do analysis and provide support for the Flow Monitoring Program for FY2023 as necessary.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with oversight from WQ&WPC

**Total Funding Requested:** \$50,000                      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2023 operating budget as it is a district-wide service.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this work order will be provided by the Department 2023 operating budget as it is a district-wide service.

**Cost Per Client Served:** \$0.46

**Past Performance Data:** GHD has been providing technical support with respect to review and analysis of the District's flow meter data.

**O.C. Department Staff Comments:** Continuation of the flow monitoring program is a critical element for the flow management of the sewer system and in an integral part in our regulatory compliance efforts.



**WORK ORDER 35  
AMENDMENT NO. 5**

**FLOW MONITORING PROGRAM – FY 2023  
ENGINEERING SUPPORT SERVICES**

**I. PROJECT UNDERSTANDING**

The purpose of this Work Order is to provide continued engineering and related technical services in support of Oneida County's (County) Flow Monitoring Program within the Oneida County Sewer District (District). The District's Flow Monitoring Program was initially funded through an Economic Development Assistance Program (EDAP) grant (grant #3505) obtained by the County from the State of New York. The grant funded the initial capital costs related to the implementation of a sanitary sewer flow monitoring program within portions of the District, including the procurement and installation of flow monitoring equipment, and engineering services in support of these activities.

Continued implementation and coordination of the County's Flow Monitoring Program is a critical element in the County's Consent Order Compliance Program, as data obtained from flow monitoring can be used to evaluate sewer system rehabilitation, aid in the execution of Water Pollution Control Plant and SCPS upgrades and assist municipal and County staff in assessing operational and maintenance needs.

**II. SCOPE OF SERVICES**

**A. Task 1 - Project Management**

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as needed basis, GHD Consulting Services Inc. (GHD), will lead this effort with assistance from Ramboll Americas Engineering Solutions, Inc. (Ramboll).

**B. Task 2 - Program Support**

This task includes the work needed to assist the County in the implementation of the Flow Monitoring Program.

This task includes:

1. Coordination with the flow service provider (ADS) regarding flow meter and rain gauge locations, and the effectiveness of equipment at installed locations.
2. Assist ADS with identifying new flow monitor and rain gauge locations, as needed to overcome operational, communications, maintenance, or other issues.

3. GIS mapping assistance to ADS regarding flow meter and rain gauge locations
4. Coordination with ADS and the County regarding the set up and maintenance of web-based data hosting services.
5. Flow meter and rain gauge trouble shooting coordination with ADS.

**C. Task 3 Data Review and Analysis**

1. Periodic review of web-based data in response to requests from the County, municipalities, or in response to extreme weather events for the purpose of identifying potential inflow sources.
2. Evaluating sewer response to rain events to compare pre-construction and post-construction flows. Metrics that will be used include percentage of rainwater entering the sewer (R-Value), peaking factors based on dry weather flows, the rate that wet weather flows are recorded in the sewer system (Q vs I), and groundwater infiltration rates. An attempt will be made to identify a control basin to normalize wet weather responses over time and control for antecedent conditions.
3. Ranking subbasins based on severity of I/I. Recommendations will be made on where the County and municipalities should focus on I/I removal efforts.
4. Review and approve ADS invoices for technical services provided under the Flow Monitoring Program

**D. SCHEDULE**

The work associated with Work Order 35 Amendment No. 5 will continue through December 31, 2023.

**E. COMPENSATION**

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services as outlined in Section II is estimated at \$50,000.00, as shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

F. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 35, Amendment No. 5 – Flow Monitoring Program Engineering Support Services, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant  
GHD CONSULTING SERVICES INC.

Client  
COUNTY OF ONEIDA

By: Randy M. Cameron, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT A  
RATE SCHEDULE

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$122.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Designer	\$110.00
Junior Drafter	\$96.00
Secretarial/Word Processing	\$74.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

2.0 O'BRIEN AND GERE ENGINEERS, INC.  
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Senior Officer	\$229.00
Project Manager 1	\$163.00
Engineer 3	\$135.00
Engineer/Scientist 2	\$106.00
Engineer/Scientist 1	\$88.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Intern	\$45.00
Administrative Assistant	\$79.00
Technical Typist	\$69.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Not Used;
- 2.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.9 The actual cost of premiums paid on overtime worked.

**Fee Estimate  
Work Order 35.5**

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2023	Total Cost	Subtotal	
<b>Ramboil</b>																
Senior Officer												0	\$229.00	\$0.00		
Project Manager 1 Flow Monitoring												0	\$163.00	\$0.00		
Engineer 3												0	\$135.00	\$0.00		
Engineer/Scientist 2												0	\$106.00	\$0.00		
Engineer/Scientist 1												0	\$88.00	\$0.00		
Engineering Technician 3												0	\$106.00	\$0.00		
Engineering Technician 2												0	\$97.00	\$0.00		
Intern												0	\$45.00	\$0.00		
Administrative Assistant												0	\$79.00	\$0.00		
Technical Typist												0	\$69.00	\$0.00	\$0.00	
<b>GHD Consulting Services, Inc.</b>																
VP/Technical Advisor												0	\$239.00	\$0.00		
Senior Associate												0	\$225.00	\$0.00		
Associate		40	80									120	\$190.00	\$22,800.00		
Senior Project Manager												0	\$167.00	\$0.00		
Project Engineer												0	\$160.00	\$0.00		
Project Manager												24	\$160.00	\$3,840.00		
Project Engineer III												0	\$155.00	\$0.00		
Project Engineer II												120	\$135.00	\$16,200.00		
Project Engineer I												0	\$122.00	\$0.00		
Engineer/Scientist II												0	\$115.00	\$0.00		
Engineer/Scientist I												0	\$101.00	\$0.00		
Designer												40	\$110.00	\$4,400.00		
Junior Drafter												0	\$96.00	\$0.00		
Secretarial/Word Processing												16	\$74.00	\$1,184.00	\$48,424.00	
<b>Subtotal Labor</b>	\$0.00	\$7,600.00	\$40,824.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	320			\$48,424.00	
<b>Direct Expenses</b>																
Travel															\$519.80	
Reproduction/Printing															\$93.20	
Office Expenses															\$963.00	
Subcontractors															\$0.00	
<b>Subtotal Disbursements</b>	\$0.00	\$0.00	\$1,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$1,576.00	
<b>PROJECT TOTAL</b>	\$0.00	\$7,600.00	\$42,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$50,000.00	
															<b>ESTIMATED COMPENSATION</b>	<b>\$50,000.00</b>



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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.  
County Executive

Karl E. Schrantz, P.E.  
Commissioner

January 23, 2023

FN 20 23-058

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

PUBLIC WORKS

Re: Work Order #38, Amendment 4  
Operations Support and Training Services FY2023  
GHD Consulting Services, Inc.

WAYS & MEANS

Dear County Executive Picente:

The Master Agreement with GHD Consulting Services, Inc. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

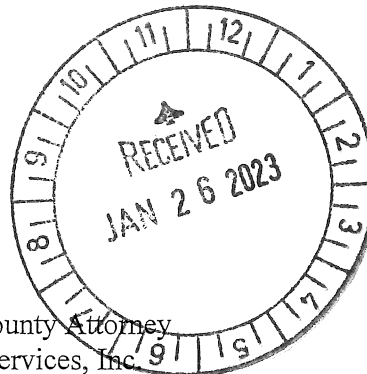
This amendment to Work Order 38 was developed to provide continuing wastewater operator training, technical operator support, and process control assistance for employees at the facility so they can understand and operate this new equipment and understand the new processes being implemented. Specifically, this proposal includes work activities through 2023 such as; operational support during new process start-up; actual class-room style training; hands-on operations training; technical assistance; remote SCADA monitoring support and process control strategy recommendations.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be approved with an estimated cost of \$175,000. Funding has been allocated in the Department's 2023 operating budget.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board to discuss this request and explain the work order in more detail. Thank you for your consideration in this matter.

Sincerely,

Karl E. Schrantz, P.E.  
Commissioner



cc: Christopher Kalill – Assistant Oneida County Attorney  
John Lagorga, P.E. – GHD Consulting Services, Inc.

Attachments: Work Order #38, Amendment 4  
Contract Summary Sheet

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

Anthony J. Picente, Jr.  
County Executive

Date 1-26-23

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
5788 Widewaters Parkway  
Syracuse, NY 13214

**Title of Activity or Service:** Work Order #38-Amendment 3  
Operations Support and Training Services

**Proposed Dates of Operation:** 3

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: This work order was developed to provide wastewater operator training, technical operator support, and process control assistance for employees at the facility so they can understand and operate new equipment. Specifically, this proposal includes the activities with providing actual class-room style training, hands-on operations training, technical assistance, and remote SCADA monitoring support for FY2023.
- 2) Program/Service Objectives and Outcomes: Train the employees of the Oneida County Water Pollution Control Plant in the operation of new facilities being constructed at the plant.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC.

**Total Funding Requested:** \$175,000                      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order has been included in the 2023 department operating budget.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this project will be from the department operating budget.

**Cost Per Client Served:** \$1.59

**Past Performance Data:** This is a continuation of a previous work order.

**O.C. Department Staff Comments:** Training for employees on the new equipment and technology that will be employed at the plant is essential to the success of its operation.



**WORK ORDER 38  
AMENDMENT No. 4**

**OPERATIONS SUPPORT AND TRAINING SERVICES – FY 2023**

**I. PROJECT UNDERSTANDING**

The purpose of this second Amendment to Work Order 38 (this “Work Order Amendment”), made by and between GHD Consulting Services, Inc. (the “Consultant”) and the County of Oneida (the “County”) is to continue providing wastewater operator training, technical operator support, and process control assistance at the County’s facility. The County is progressing the construction of major upgrades to its wastewater facilities. This includes a complete upgrade to its headworks and primary treatment and planned future upgrades to the secondary treatment system. The upgrades involve a significant upgrade in process technology, the addition of a facility-wide SCADA system, and the introduction of anaerobic digestion with energy recovery as a new treatment process.

Specifically, this Work Order Amendment includes providing actual classroom style training, hands-on operations training, technical assistance, remote SCADA monitoring support during the operator training period, and process control strategy recommendations. This Work Order Amendment is based on the Consultant’s discussions with the County, experience as NYWEA trainers, Phase I Management Study conclusions and recommendations, review of the designed process and technology upgrades currently under construction, and demonstrated experience with operational process startup and onsite operations support/hands-on training of facility personnel.

US Water Industrial Group, let by John Saraceni, will provide experienced onsite operators for the Work Order Amendment. Classroom style training (if requested by the County) will be conducted by Frank DeOrio (NYSDEC Class 4A WW Operator), a NYWEA trainers for wastewater operators, with assistance from John Saraceni (NYSDEC Class 4A WW Operator). Technical assistance during the classroom training will be provided as needed by the remainder of the design team.

To facilitate review, this Work Order Amendment has been divided into three sections: Scope of Services, Schedule, and Fees.

**II. SCOPE OF SERVICES**

**A. Task 1 – On-site Operations Support**

Hands-on, in the plant support and troubleshooting assistance will also occur during this time, where Ramboll experienced and skilled licensed wastewater operators who participated in the starting up and operator training will work side by side with Oneida County operations staff with the purpose of monitoring the operation of new process equipment and to continue mentoring the County Operations staff. For budget purposes, we have estimated that a US Water Industrial Group wastewater operator will be on-site 3

days/week. A Grade 4A Operator will be provided with 24/7 remote access to the plant SCADA system in order to consult with County personnel during off-hours should a situation arise requiring guidance. On-site US Water Industrial Group staff will consult with GHD, Brown and Caldwell, and Ramboll Process Engineers and SCADA designers as needed.

This proposed support does not relieve Oneida County and their wastewater operations staff from their duties and responsibilities such as:

- Staffing; including sufficient staffing to perform daily functions necessary to operate the WPCP.
- Discharge Monitoring Report (DMR) preparation, signature and distribution
- Management of the County's Industrial Pretreatment Program
- Procurement

**B. Task 2 – Technical Operator Support and Process Control Assistance – Remote**

If, during the year of daily hands-on training/monitoring, US Water Industrial Group wastewater operations staff are not scheduled to be on-site that day, they will be available by phone to support your operations staff. This will allow your operators to reach out to our Operations Support Staff who will have SCADA access and have the ability to review the current daily/weekly process performance and provide strategies for better control and performance. US Water Industrial Group has found this to be very beneficial in getting operators comfortable with their decision process in managing their new treatment facilities. It allows them access to experienced people with whom they can “lean on” until they feel confident enough to make their own decisions on process control.

**III. SCHEDULE**

The work of this Work Order will commence upon authorization by Oneida County and will continue through December 31, 2023, unless the project budget has been consumed prior to that date.

**IV. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$175,000.00 as outlined in Section II is shown on Table 1.
- B. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 38 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant  
GHD CONSULTING SERVICES INC.

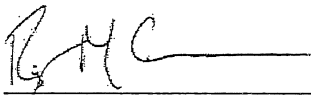
Client  
COUNTY OF ONEIDA

By: Randy M. Cameron, P.E.

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: October 31, 2022

Date: \_\_\_\_\_



ATTACHMENT A  
RATE SCHEDULE

1.0 US WATER INDUSTRIAL GROUP

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Manager	\$185.00
WW Operations Manager	\$185.00
WW Operator 4A	\$132.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

Fee Estimate  
Work Order 38-4

TABLE 1

Description	Task 1b Operations Support (On-site)	Task 2 Operations Support (Remote)	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hrs	Billing Rate 2023	Total Cost	Subtotals
<b>US Water Industrial Group</b>											
Project Manager	4	8									
WW Operations Manager	32	40						12	\$185.00	\$2,220.00	
WW Operator 4A	1072	80						72	\$185.00	\$13,320.00	
								1152	\$132.00	\$152,064.00	
											\$167,604.00
<b>Subtotal Labor</b>	\$148,164.00	\$19,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1236			\$167,604.00
<b>Direct Expenses</b>											
Travel	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$6,500.00	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$896.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
<b>Subtotal Disbursements</b>	\$7,396.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$7,396.00
<b>PROJECT TOTAL</b>	\$155,560.00	\$19,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$175,000.00
										<b>ESTIMATED COMPENSATION</b>	
										<b>\$175,000.00</b>	



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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.  
County Executive

Karl E. Schrantz, P.E.  
Commissioner

January 12, 2023

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

FN 20 23 0.59

PUBLIC WORKS

Re: Work Order #30, Amendment 10  
Program Administration-FY2023  
GHD Consulting Services, Inc.

WAYS & MEANS

Capital Project HG-482

Dear County Executive Picente:

The Master Agreement with GHD Consulting Services, Inc. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

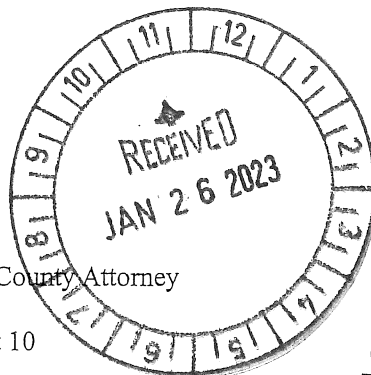
The end date of the NYSDEC Consent Order has been reached. However, over the 2023 calendar year there will be a significant amount of work required to close out the administrative and regulatory aspects of the consent order. Assistance with the engineering consulting team is needed to assist with this effort. This will include the preparation and submission of various final certifications and reporting requirements for NYSEFC, the funding agency for the project. Along with project coordination and management, this will require significant effort from the consultants.

GHD has submitted for consideration Work Order #30, Amendment 10, which would cover the program administration efforts for FY2023. In addition, this work will also include technical assistance with the development of a Capital Improvement Plan (CIP) that will establish multi-year budgeting necessary to protect and maintain the investment made in the wastewater infrastructure as required by the Asset Management Plan prepared in accordance with the NYSDEC Consent Order. The cost for this Work Order is \$60,000 which will be funded under Capital Project HG-482.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

Karl E. Schrantz, P.E.  
Commissioner



cc: Christopher Kalil – Assistant Oneida County Attorney

Attachments: Work Order #30, Amendment 10  
Contract Summary Sheet

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

Anthony J. Picente, Jr.  
County Executive

Date 1-26-23

Competing Proposal   X    
Only Respondent             
Sole Source RFP             
Other           

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
5788 Widewaters Parkway  
Syracuse, NY 13214

**Title of Activity or Service:** Work Order #30, Amendment 10  
Program Administration-FY2022

**Proposed Dates of Operation:** FY-2023

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

- 1) Narrative Description of Proposed Services: This work order covers the program administration efforts in support of the current capital project program underway at the Water Pollution Control Plant for FY2023.
- 2) Program/Service Objectives and Outcomes: Produce the reports, documentation, and certifications as required by NYSDEC and NYSEFC. Will also provide support to the County in support of the NYSDEC consent order closeout.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with oversight from WQ&WPC

**Total Funding Requested:** \$60,000                      **Account #:** HG482

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be paid thru CWSRF funds and tracked via Capital Project HG482.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will be paid thru CWSRF funds administered thru the New York State Environmental Facilities Corporation.

**Cost Per Client Served:** \$0.55

**Past Performance Data:** GHD continues to do an excellent job managing this arduous task.

**O.C. Department Staff Comments:** The Department recommends authorization of this amendment.



**WORK ORDER 30  
AMENDMENT No. 10**

**PROGRAM ADMINISTRATION – FY 2023**

**I. PROJECT UNDERSTANDING**

The purpose of this Amendment to Work Order 30, made between GHD Consulting Services Inc. (the “Consultant”) and the County of Oneida (the “County”) is to continue providing Program Administration services through January 31, 2023. Program Administration covers those services related to project management, consent order and regulatory compliance reporting, and funding agency coordination all in support of the SPDES Permit Compliance.

**II. SCOPE OF SERVICES**

**A. Task 1 – Program Management**

This task provides management of the overall consent order compliance program. It includes general coordination with and periodic progress updates to the Commissioner.

The project team will assist the County in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting this Scope of Services and deliverables.

In addition, project management will include staffing and resource allocation, sub-consultant coordination, project accounting, cost control, and program administration assistance to the Commissioner on an as needed basis. John LaGorga, P.E. and John Story, P.E. from GHD are the overall Program Managers with assistance from Paul Romano, P.E. from Ramboll Americas Engineering Solutions, Inc. (Ramboll) for the consent order compliance program.

**B. Task 2 – Regulatory Reporting**

Submission of Annual Work Plans and Quarterly Reports were previously required as part of the Consent Order. Although these plans will no longer be required beginning in 2023, the NYSDEC will require regular, updates. Under this task, the project team will assist the County by providing memos regarding current and planned activities related to reducing infiltration and inflow (I/I) throughout the collection system and improvements at the water pollution control plant (WPCP). The team will also participate in meetings with the County and NYSDEC as required throughout the 2023 calendar year. Memos and update meetings are anticipated to be required twice in 2023.

**C. Task 3 – Capital Improvement Planning**

Since the Consent Order expired at the end of 2022, and construction of upgrades at the WPCP are largely completed, the program focus will shift to collection system rehabilitation work with an emphasis on I/I source removal. Additionally, the County may pursue improvements at the WPCP unrelated to the Consent Order (i.e. sludge dewatering improvements, ultraviolet disinfection, odor control, etc.) Under this task, the project team will assist the County in developing a capital improvement plan for future projects in the collection system and at the WPCP. The plan will incorporate existing financial obligations associated with the Consent Order compliance program, as well as future projects. Cost for future projects will be at a study or planning level. Ultimately the plan will allow the County to forecast future budgets.

**D. Task 4 – NYSEFC Coordination and Reporting**

Under this task, the project team will assist the County in coordinating project aspects with NYSEFC. This will include: annual update to the NYSEFC's Intended Use Plan; preparation of project team monthly minority and women-owned business enterprises ("MWBE") reporting; strategizing with NYSEFC regarding additional/future funding opportunities; coordination with NYSEFC regarding general program requirements; periodic cash flow projection updates, and document collection in support of CWSRF financing compliance. The consultant team will support efforts related to new Short and Long Term financings with NYSEFC.

**E. Task 5 – Regulatory Coordination**

Under this task, the project team will assist the County with regulatory, Consent Order, and SPDES permit items as they relate to overall project compliance.

**III. SCHEDULE**

The work of this Work Order will commence upon authorization by Oneida County and will continue through January 31, 2024.

**IV. COMPENSATION**

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$60,000.00 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 30, Amendment No. 10 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

VI. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. and all subconsultants will comply with the applicable provisions of the "Required Contract Language" as defined in the NY State Revolving Fund Mandatory State Revolving Fund Terms and Conditions (effective date November 1, 2021), as prepared by the New York State Environmental Facilities Corporation. These requirements are incorporated into this Work Order herein as Attachment B.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant  
GHD CONSULTING SERVICES INC.

Client  
COUNTY OF ONEIDA

By: Randy M. Cameron, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: *Randy Cameron*

Signature: \_\_\_\_\_

Date: 01/12/2023

Date: \_\_\_\_\_

**Fee Estimate  
 Work Order 30  
 Amendment No. 10**

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hrs	Billing Rate 2023	Total Cost	Subtotals
	Program Management	Regulatory Reporting	Capital Improvement Planning	NYSEFC Coordination	Regulatory Coordination							
<b>Ramboll</b>												
Project Officer									0	\$229.00	\$0.00	
Project Manager 2									0	\$198.00	\$0.00	
Project Manager 1									0	\$187.00	\$0.00	
Asst. Project Manager									0	\$117.00	\$0.00	
Engineer/Scientist 2									0	\$117.00	\$0.00	
Engineer/Scientist 1									0	\$88.00	\$0.00	
Engineering Technician 3									0	\$106.00	\$0.00	
Engineering Technician 2									0	\$97.00	\$0.00	
Intern									0	\$45.00	\$0.00	
Construction Mgmt Asst 3									0	\$60.00	\$0.00	
Technical Typist									0	\$69.00	\$0.00	
												<b>\$0.00</b>
<b>GHD Consulting Services, Inc</b>												
Principal/Vice President	40			20	20				80	\$239.00	\$19,120.00	
Associate									0	\$190.00	\$0.00	
Senior Project Manager	40	40	30	60	40				210	\$167.00	\$35,070.00	
Project Manager									0	\$160.00	\$0.00	
Project Engineer I			30						30	\$122.00	\$3,660.00	
Administrative Assistant			8						8	\$74.00	\$592.00	
												<b>\$58,442.00</b>
<b>Subtotal Labor</b>	\$16,240.00	\$6,680.00	\$9,262.00	\$14,800.00	\$11,460.00	\$0.00	\$0.00	\$0.00	<b>328</b>			<b>\$58,442.00</b>
Direct Expenses												
Travel	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$600.00	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$294.00	\$82.00	\$134.00	\$48.00	\$400.00	\$0.00	\$0.00	\$0.00			\$958.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
<b>Subtotal Disbursements</b>	\$894.00	\$82.00	\$134.00	\$48.00	\$400.00	\$0.00	\$0.00	\$0.00				<b>\$1,558.00</b>
<b>PROJECT TOTAL</b>	\$17,134.00	\$6,762.00	\$9,396.00	\$14,848.00	\$11,860.00	\$0.00	\$0.00	\$0.00				<b>\$60,000.00</b>
												<b>\$60,000.00</b>
												<b>ESTIMATED COMPENSATION</b>
												<b>\$60,000.00</b>



ATTACHMENT A  
RATE SCHEDULE

1.0 GHD CONSULTING SERVICES INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Principal/VP	\$239.00
Associate	\$190.00
Senior Project Manager	\$167.00
Project Manager	\$160.00
Project Engineer I	\$122.00
Administrative Assistant	\$74.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

2.0 O'BRIEN AND GERE ENGINEERS, INC.  
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$187.00
Assistant Project Manager	\$117.00
Engineer/Scientist 2	\$117.00
Engineer/Scientist 1	\$88.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Intern	\$45.00
Construction Management Assistant 3	\$60.00
Technical Typist	\$69.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Not Used;
- 2.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.9 The actual cost of premiums paid on overtime worked.

ATTACHMENT B  
NYS ENVIRONMENTAL FACILITIES CORPORATION  
MANDATORY STATE REVOLVING FUND TERMS AND CONDITIONS



**Environmental  
Facilities Corporation**

**KATHY HOCHUL**  
Governor

**MAUREEN A. COLEMAN**  
President & CEO

# **Mandatory State Revolving Fund Terms and Conditions**

**for Contracts Funded with the NYS Clean Water State Revolving Fund  
or Drinking Water State Revolving Fund**

Effective November 1, 2021

New York State Environmental Facilities Corporation  
625 Broadway, Albany, NY 12207-2997  
P: (518) 402-6924 F: (518) 402-7456  
[www.efc.ny.gov](http://www.efc.ny.gov)

# REQUIRED CONTRACT LANGUAGE

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## Recipient to Identify Contract Type:

Construction

Treatment Works and Drinking Water Projects

Non-Treatment Works

Non-Construction

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## COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

“**Contract**” means an agreement between a Recipient and a Contractor.

“**Contractor**” means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

“**Service Provider**” means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

“**Subcontract**” means an agreement between a Contractor and a Subcontractor.

“**Subcontractor**” means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

“**Recipient**” means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

“**State**” means the State of New York.

“**Treatment Works**” is defined in Clean Water Act (CWA) Section 212.

“**Nonpoint Source Projects**” and “**Green Infrastructure Projects**” are defined in CWA Section 319.

“**Estuary Management Program Project**” is defined in CWA Section 320.

### I. SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN- OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

“**Non-Construction**” shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

“**Contracts Meeting Article 15-A Thresholds**” shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:

- (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
- (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

## II. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
  2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
  3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
  4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
  5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
  6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
  7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
- D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

## III. Equal Employment Opportunities (EEO)

*Applicable to all Contracts and Subcontracts unless otherwise noted*

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice (“EEO Poster”) can be found at:  
<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf> .

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

*Applicable to all construction Contracts*

- E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

*Applicable to construction Contracts greater than \$10,000*

- F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here:  
<https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> .

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet> , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.



#### IV. Business Participation Opportunities for MWBEs

*Applicable to Contracts Meeting Article 15-A Thresholds*

##### A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

<b>Program</b>	<b>MWBE Contract Goal*</b>
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%

\*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.
3. 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 achievement of applicable MWBE participation goals.
  - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, 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.
  - b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

##### B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

#### C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

#### E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

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

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women’s Business Development (“ESD”) pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

#### **V. SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

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, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp> .

Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

#### **VI. SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT**

*The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (“CWSRF”) or the Drinking Water State Revolving Fund (“DWSRF”) financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (“EFC”) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

## VII. SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

*The requirements of this section apply to all construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.*

### **For Contracts in Excess of \$2,000:**

#### 1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/> .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does

not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.



***For Contracts in Excess of \$100,000:***

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

**VIII. SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT**

*The requirements of this section apply to all Contracts and Subcontracts.*

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

#### **IX. SECTION 6 RESTRICTIONS ON LOBBYING**

*The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 6, 2023

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

FN. 20 23-060  
ECONOMIC DEVELOPMENT  
& TOURISM  
WAYS & MEANS

Dear Chairman:

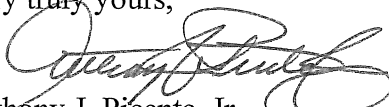
The Board of Legislators voted to establish Capital Project to renovate the Food service area at the college. After this project was approved COVID struck and no action was taken besides purchasing a new commercial dishwasher. As the President of MVCC letter states the competitive bids were much higher than anticipated and in-order to complete the project it is necessary to adjust the capital budget.

I therefore request your Board's approval to amendment to **Capital Project H-MVC -073 FOOD SERVICE AREA RENOVATIONS:**

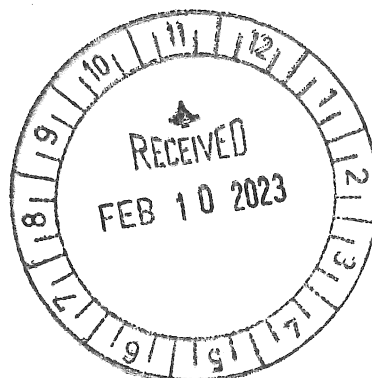
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
MVC 073-2770-500 - Misc	\$ 600,000	(\$600,000)	\$ 00
MVC 073-2770-500 - Misc	\$ 0	115,000	\$ 115,000
MVC 073-5031-000 - GF	\$ 0	77,000	\$ 77,000
MVC 073-3285 - NYS AID	\$ <u>600,000</u>	(\$410,000)	\$ <u>190,000</u>
Totals	\$ <u>1,200,000</u>	(\$818,000)	\$ <u>382,000</u>

Thank you for kind attention to this request.

Very truly yours,

  
Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget  
MVCC





1101 Sherman Drive  
Utica, New York 13501-5394  
www.mvcc.edu

Office of the President  
(315) 792-5333  
Fax (315) 792-5678

January 30, 2023

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

Dear Honorable Picente,

I write to request Oneida County approval for an increase to Capital Project account H-611 MVCC Food Service Area Renovations. The competitive bid results were higher than anticipated and, as such, we are in need of additional funding to complete the project. I am requesting an increase in the project account of \$220,000 to bring the total budget to \$380,000. The 50% local matching amount of \$110,000 is comprised of \$75,000 contributed by Oneida County and \$35,000 contributed by the College Foundation. County consideration of this resolution through submission in the February communications for a vote in March would be appreciated.

I am including a copy of the College Board of Trustee's resolution which was approved at the January 23, 2023 Board of Trustee's meeting.

Thank you for your kind attention to this request. I am happy to supply more information at your request.

Sincerely,

A handwritten signature in cursive script that reads "Randall J. VanWagoner".

Randall J. VanWagoner, Ph.D.  
President

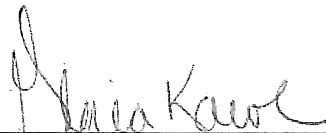
**RESOLUTION PASSED BY THE  
MOHAWK VALLEY COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
ON January 23, 2023**

RESOLVED that the capital construction budget for the MVCC Food Service Area Renovations (H611) by \$220,000 from \$160,000 to \$380,000 and be it further,

RESOLVED that the College's Administration is authorized to secure required sponsor and SUNY approvals.

January 24, 2023

Date



Gloria Karol

Secretary, MVCC Board of Trustees



**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](http://www.ocgov.net)

**ANTHONY J. PICENTE, JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

February 1, 2023

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

FN 20 23-061

ECONOMIC DEVELOPMENT  
& TOURISM

WAYS & MEANS

Dear County Executive Picente:

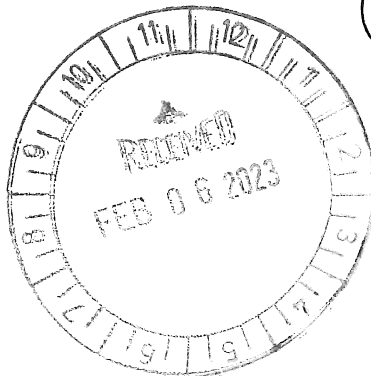
Please find enclosed, for your review and consideration, an agreement between Oneida County and Mohawk Valley EDGE. The term of this agreement is January 1, 2023, through December 31, 2023. The purpose of this agreement is to help fund EDGE's mission, which includes publicizing the advantages of Oneida 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 2023 calendar year.

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

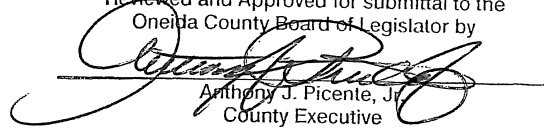
Sincerely,

  
Peter M. Rayhill

Enclosures



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2-6-23

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Mohawk Valley EDGE  
584 Phoenix Drive  
Rome, New York 13441

**Title of Activity or Service:** Annual Appropriation - Staff Services

**Proposed Dates of Operation:** January 1, 2023 – December 31, 2023

**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 2023 proposed budget. The contract is also subject to approval by the Board of Legislators.

## **AGREEMENT**

**THIS AGREEMENT** (this "Agreement"), dated as of January 1, 2023 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 2023 (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, 2023 and ending December 31, 2023**. 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 2023 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. 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, 2023, 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 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 Polytechnic Institute (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 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 2023 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 (\$449,874.00)** in two semi-annual payments of **Two Hundred and Twenty Four Thousand Nine Hundred Thirty-Seven Dollars (\$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 2022 with the Clerk of the Board of Legislators on or before January 31, 2023. EDGE shall file its annual audited financial statements for 2022 with the Clerk to the Board of Legislators on or before June 30, 2023.
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**

Approved:

\_\_\_\_\_  
Andrew Dean  
Assistant County Attorney

## 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, 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).

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- 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.



Economic Development Growth Enterprises Corporation

584 Phoenix Drive • Rome, NY 13441

315-338-0393 • Fax 315-338-5694

January 30, 2023

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

**RE: 2023 Mohawk Valley EDGE - Oneida County Contract**

Dear Tony:

Attached are four (4) copies of the proposed 2023 contract between Economic Development Growth Enterprises Corporation d/b/a Mohawk Valley EDGE ("EDGE") and the County of Oneida. The proposed agreement includes the funds authorized in the current Oneida County Budget (\$449,874.00) to EDGE. EDGE will carry out initiatives to improve the region's economy with emphasis on attracting new investment and growth as well as assisting Oneida County businesses with new opportunities.

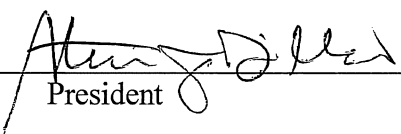
EDGE hereby requests that you forward this to the Oneida County Board of Legislators for its approval.

EDGE looks forward to working with you and the leadership of the Oneida County Board of Legislators in these challenging economic times.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION

By:  Steven J. DiMeo  
President

CC: Justin Hummel, EDGE Board  
Chair Peter Rayhill, County  
Attorney Joseph Saunders, EDGE  
Counsel  
Shawna Papale, Chief Administrative Officer EDGE





**ONEIDA COUNTY BOARD OF ELECTIONS**

Union Station ♦ 321 Main St. ♦ 3<sup>rd</sup> Floor  
Utica, New York 13501  
Fax: 315-798-6412

**Anthony J. Picente Jr.**  
County Executive

**Sarah E. Bormann**  
Democratic Commissioner  
315-798-5762

**Nichole D. Shortell**  
Republican Commissioner  
315-798-5763

January 23, 2023

FN 20 23-062

Oneida County Executive Anthony J. Picente, Jr.  
Oneida County Office Building, 10<sup>th</sup> Floor  
800 Park Avenue  
Utica, New York 13501

GOVERNMENT OPERATIONS  
WAYS & MEANS

Dear County Executive Picente:


Attached please find a poll site agreement for the Village of Oneida Castle, which we are requesting to be used as a template for all 2023-2024 poll site agreements.

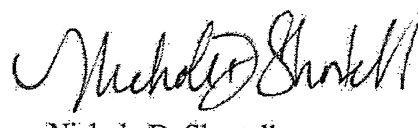
This agreement will be for the 2023-2024 election period and is for use of premises by the Oneida County Board of Elections on Election Days.

If this agreement meets with your approval, please forward to the Board of Legislators for further approval. Should you have any questions, please feel free to contact us at our office.

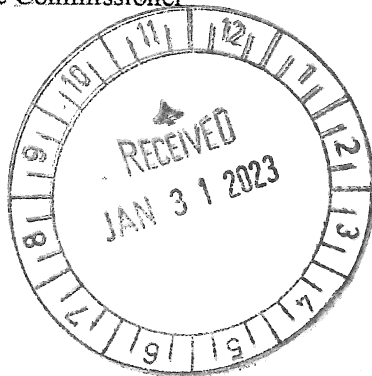
Thank you for your assistance in this matter.

Respectfully,

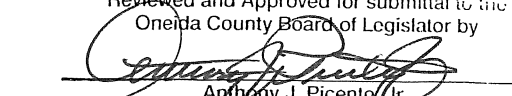
  
Sarah F. Bormann  
Democratic Commissioner

  
Nichole D. Shortell  
Republican Commissioner

Enc.



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

  
Anthony J. Picente Jr.  
County Executive

Date 1-30-23

**Oneida Co. Department:** Board of Elections

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**     X    

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Village of Oneida Castle  
1 First Street, PO Box 275  
Oneida Castle, New York 13421

**Title of Activity or Service:** 2023-2024 Poll Site Agreement

**Proposed Dates of Operation:** January 1, 2023 – December 31, 2024

**Client Population/Number to be Served:** N/A

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Poll site agreement for use of premises by the Oneida County Board of Elections on Election Days.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$0.00

**Account:** A1450.4951

**Oneida County Dept. Funding Recommendation:** \$0.00

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

**Cost Per Client Served:** N/A

**Mandated Service:** Yes

**Past Performance Data:** N/A

**O.C. Department Staff Comments:**

## **POLL SITE AGREEMENT TEMPLATE**

THIS AGREEMENT (the “Agreement”), entered into on the \_\_\_\_ 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 office and place of business located at 800 Park Avenue, Utica, New York, by and through its Board of Elections (hereinafter referred to collectively as the “County”) and the Village of Oneida Castle, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 1 First Street, Oneida Castle, New York, (hereinafter referred to as the “Owner”).

### **WITNESSETH**

**WHEREAS**, the County is responsible for holding all federal, state and local primary and general elections (the “Elections”) throughout Oneida County; and

**WHEREAS**, the Owner has a facility that the Parties have agreed would be suitable for use as a poll site for the Elections to be held in (the “Poll Site”); and

**WHEREAS**, the County and the Owner desire to enter into a Poll Site Agreement to clearly state the terms and conditions whereby the Owner shall allow the County to use its premises for the purposes of holding its Elections; and

**WHEREAS**, the Oneida County Board of Legislators has approved this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises, terms and obligations hereafter made, the Parties mutually agree and obligate themselves as follows:

#### **1. POLL SITE INFORMATION**

- 1.1. The Poll Site’s name is Oneida Castle Village Hall;
- 1.2. The Poll Site’s address is 1 First Street, Oneida Castle, New York 13421;
- 1.3. The Owner does not request the County to provide security services at the Poll Site during the Elections.
- 1.4. The Elections shall include the following election districts within the County:
  - 1.4.1. Vernon District 5;
- 1.5. The contact information for the Owner’s contact person during the Owner’s normal business hours for the Poll Site is:

Name & Title: Jean Canada, Village Clerk or John Deschamps, Mayor;  
Address: P.O. Box 275, Oneida Castle, New York 13421;  
Telephone number: 315.363.0368; 315.363.2338;  
Fax number: ;  
Email address: [jbcanada@verizon.net](mailto:jbcanada@verizon.net) or [jdescham@twcny.rr.com](mailto:jdescham@twcny.rr.com)

1.6. The contact information for the Owner's contact person during non-business hours for the Poll Site is:

Name & Title: Jean Canada, Village Clerk or John Deschamps, Mayor;  
Telephone number: 315.363.0368; or 315.363.2338.

## **2. TERM AND ELECTION DATES/TIMES**

2.1. The term of this Agreement shall be from January 1, 2023 through December 31, 2024, and shall include all Elections.

2.2. In 2023, the dates for the Elections are as follows:

2.2.1. The local, and state primary elections will be held on June 27, 2023;

2.2.2. The general election will be held on November 7, 2023.

2.3. For all Election dates, the County shall have uninterrupted use and possession of the Poll Sites from 5:00 AM until 9:30 PM (being one half-hour after the closing of the polls), or until the poll inspectors have completed their work, whichever time is later.

2.4. The Owner shall immediately notify the County should any conflict arise with the availability of the Poll Sites. The Owner may contact the County using the following phone number: (315) 798-5765.

2.5. Notice of the dates for any Elections for the year 2024 shall be provided in writing via regular mail by the County to the Owner no later than January 31, 2024 for 2024 elections. The notice of those dates shall be automatically incorporated and merged into this Agreement in Paragraph 2.2 above.

### **3. DELIVERY OF MACHINES**

- 3.1. The Owner hereby agrees to make the Poll Site available for delivery and pickup of the voting machines(s) and all necessary voting equipment for one (1) week prior to the Elections and one (1) week after the Elections. The County shall deliver said machines and all necessary voting equipment to the Poll Site, including the purple-colored election day bags (the "Election Day Bags").
- 3.2. Upon receipt of the voting machine(s), the Owner or the Owner's representative shall sign off on a "Voting System Transportation Manifest" (the "Manifest"), confirming that the machines were delivered and received by the Poll Site. The Parties acknowledge and agree that the Owner or its representative's signature on the Manifest is essential to the chain of custody. The Owner or the Owner's representative's signature is also required for the receipt of the Election Day Bags.
- 3.3. The Owner shall keep the voting machines and all necessary voting equipment locked and sealed. The Owner hereby agrees to indemnify, save and hold harmless the County for any damage to the voting machine(s) and/or voting equipment while in the sole custody of the Owner.

### **4. OWNER'S OBLIGATIONS:** The Owner hereby promises, covenants and agrees as follows:

- 4.1. To use reasonable or ordinary care in keeping the Poll Site in a reasonably safe condition. This duty of care shall apply equally to all parking lots or other parking areas adjacent to the Poll Site facility.
- 4.2. To warn all voters and other visitors, in a clear and conspicuous manner, of any latent or concealed perils that are known or should be known to the Owner or occupant, of which the voters and other visitors are unaware and cannot discover through the exercise of reasonable care.
- 4.3. To furnish necessary electricity, light and heat to the Poll Site.
- 4.4. To provide access to electrical outlets, as needed.
- 4.5. To provide a telephone for official use only by County poll workers and inspectors. The phone shall be available at all times and must be in or near the poll worker areas to enable them to make and receive calls from the County.

- 4.6. To provide a minimum of four (4) chairs and a table no less than forty-eight (48) inches in length per election district.
- 4.7. To ensure that the Poll Site is accessible to the public during the times specified herein, and that the doors are opened.
- 4.8. To ensure that there is a functional restroom facility available for use by the County poll workers and inspectors.
- 4.9. To ensure that the Poll Site is not located on premises owned or leased by a person holding office or who is a candidate for public office in an Election, and to notify the County immediately if the Owner should become aware that this has occurred or is occurring.
- 4.10. To ensure that the Poll Site is situated in a room or location within the building suitable for registration and voting, and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.
- 4.11. To ensure that the Poll Site is otherwise accessible to citizens with disabilities and complies with the accessibility guidelines of the Americans with Disabilities Act (the "ADA").
- 4.12. To ensure that the Poll Site is opened at the designated time to allow inspectors sufficient time to set up the voting system as well as arrange the Poll Site.
- 4.13. To make available access to a refrigerator and/or kitchen for use by the County poll workers and inspectors.
- 4.14. To have the Poll Site clear of extra furnishings prior to the arrival of the County poll workers and inspectors, in order to ensure that there is adequate space to accommodate the voting machine(s) as well as the voting booths.
- 4.15. To allow the County to place temporary cones, signs and other devices in and around the Poll Site to notify voters of the voting area.
- 4.16. To acknowledge that all items placed at the Poll Site by County poll workers and inspectors shall remain the sole property of the County.
- 4.17. In the event any of the Elections are delayed or continued to another date as a result of a common disaster, the Owner agrees to make the Poll Site(s) available to the County on a subsequently scheduled Election date.

## **5. OWNER'S INSURANCE REQUIREMENTS**

- 5.1. As part of its obligation to indemnify, defend and hold harmless the County as set forth herein, the Owner agrees to obtain and maintain in full force and effect, for the term of this Agreement, and each extension, if any, insurance coverage as described below.
- 5.2. Commercial General Liability Insurance (CGL): The Owner shall, at its own expense, during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate.
- 5.3. Excess/Umbrella Liability Insurance: The Owner shall, during the term of this Agreement, and each extension, purchase and maintain in force a policy of umbrella and/or excess liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.

## **6. COUNTY'S OBLIGATIONS:** The County hereby promises, covenants, agrees and acknowledges as follows:

- 6.1. Not to use the Poll Site or any part thereof for any purpose other than the official voter registration and Election functions.
- 6.2. Not to sub-license or assign any rights under this Agreement over said Poll Site or any part thereof to another without the prior written consent of the Owner.
- 6.3. To punctually pay rent, if any, as the same accrues. The rent for this Agreement shall be N/A.
- 6.4. To use reasonable care to ensure that no damage happens to the building or any improvements or fixtures therein.
- 6.5. To provide security services if so requested in paragraph 1 of this Agreement.
- 6.6. To hold the Owner harmless for any damage caused to the Poll Sites by placement of voting machines, booths, or other items in the Poll Sites.

**7. COUNTY'S INSURANCE REQUIREMENTS:** As part of its obligation to indemnify, defend and hold harmless the Owner as set forth herein, the County agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

7.1. CGL:

7.1.1. The County shall, at its own expense, during the term of this Agreement, and each extension, if any, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate.

7.1.2. 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.

7.1.3. The Owner, and any other parties required by the Owner, 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.

7.2. Auto Liability:

7.2.1. The County shall, during the term of this Agreement, and each extension, purchase and maintain in force a policy of business auto liability insurance in an amount equal to or greater than one million dollars (\$1,000,000).

7.3. Excess/Umbrella Liability Insurance:

7.3.1. The County shall, during the term of this Agreement, purchase and maintain in force a policy of umbrella/excess liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate.

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



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

7.4. Workers' Compensation and Employer's Liability Insurance:

7.4.1. The County shall, during the term of this Agreement, and each extension, purchase and maintain in force a policy of insurance or self-insurance which will insure against all claims under New York State Workers' Compensation Law at statutory New York State limits.

7.5. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the Owner. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the County'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 Owner.

## 8. INDEMNIFICATION

8.1. The obligations of the Parties 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.

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

such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party;

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

**9. TERMINATION OF AGREEMENT:**

9.1. This Agreement may be terminated by the County, for any reason, upon thirty (30) days written notice to the Owner;

9.2. This Agreement may be terminated by the Owner, for any reason, upon ninety (90) days written notice to the County.

**10. CHOICE OF LAW/FORUM:** 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.

**11. 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 hereby agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties hereby agree that all other provisions shall remain valid and enforceable.

**12. 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.

**13. ENTIRE AGREEMENT:** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties, and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Party sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**Oneida County Executive**

ONEIDA COUNTY BOARD OF ELECTIONS

By: \_\_\_\_\_  
**SARAH F. BORMANN**  
**Democratic Commissioner of Elections**

ONEIDA COUNTY BOARD OF ELECTIONS

By: \_\_\_\_\_  
**NICHOLE D. SHORTELL**  
**Republican Commissioner of Elections**

VILLAGE OF ONEIDA CASTLE

By: \_\_\_\_\_  
**JOHN DESCHAMPS**  
**Mayor**

**Approved**

\_\_\_\_\_  
Christopher J. Kalil  
Assistant Oneida County Attorney

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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



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

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

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

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

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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 BOARD OF ELECTIONS**

Union Station ♦ 321 Main St. ♦ 3<sup>rd</sup> Floor  
Utica, New York 13501  
Fax: 315-798-6412

Anthony J. Picente Jr.  
County Executive

Sarah F. Bormann  
Democratic Commissioner  
315-798-5762

Nichole D. Shortell  
Republican Commissioner  
315-798-5763

January 30, 2023

FN 20 23-063

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

GOVERNMENT OPERATIONS  
WAYS & MEANS

Dear County Executive Picente:

Attached is a Temporary Use Agreement between Oneida County, through the Board of Elections, and the New York Mills Union Free School District, provides for the school district to utilize goods and services provided by the Board of Elections for its local school elections.

The revenue to the County is \$850.00 per election for 2023. The revenue to the County is \$900.00 for 2024.

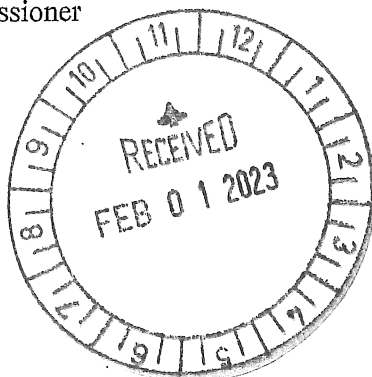
If you approve of this agreement, please forward to the Board of Legislators for further approval.

Thank you for your attention to this matter.

Sincerely,

Sarah F. Bormann  
Democratic Commissioner

Nichole D. Shortell  
Republican Commissioner



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

Anthony J. Picente, Jr.  
County Executive

Date 1-31-23

**Oneida Co. Department:** Board of Elections

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name & Address of Vendor:** \_\_\_\_\_ New York Mills Union Free School District  
1 Marauder Boulevard  
New York Mills, New York 13417

**Title of Activity or Service:** Temporary Use Agreement

**Proposed Dates of Operation:** January 1, 2023 to December 1, 2024

**Client Population/Number to be served:** N/A

**Summary Statements**

- 1) Narrative Description of Proposed Services:** Temporary Use Agreement between the Oneida County Board of Elections and the New York Mills Union Free School District for goods and/or services to be performed for School Elections.
- 2) Program/Service Objectives and Outcomes:** N/A
- 3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$1,750.00 per poll site **Revenue Account #A2215**

**Oneida County Dept. Funding Recommendation:** \$1,750.00 (REVENUE)

**Proposed Funding Sources (Federal \$/ State \$/County \$):** The School District

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**Mandated Service:** No

**O.C. Department Staff Comment:**

## TEMPORARY USE AGREEMENT

This Agreement (the “Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its office and principal place of business located at 800 Park Avenue, Utica, New York 13501, including its Board of Elections, (hereinafter referred to collectively as the “County”) and New York Mills Union Free School District, with its principal offices located at 1 Marauder Boulevard, New York Mills, New York 13417, (hereinafter referred to as the “User”).

### WITNESSETH

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

**WHEREAS**, pursuant to Section 3-224 of the New York State Election Law, the County may permit school districts within Oneida County to use its voting machines and other equipment for the conduct of elections upon such other terms and conditions as shall be fixed by the County and be mutually agreed to by the Parties, including payment for preparation of the machines and ancillary services; and

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

**WHEREAS**, the Board of County Legislators of Oneida County must approve this Agreement;

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

#### 1. TERM

- 1.1. The County shall provide the User with Optical Scan Voting Systems and privacy booths, as well as other ancillary equipment, supplies and services related thereto, as described more particularly in Section 3 of this Agreement, hereinafter collectively referred to as “Voting Equipment,” for any of the User’s 2023 and 2024 Capital Project, Budget, School

Board or other Elections (hereinafter collectively referred to as the “Election” or “Elections”) to take place in 2023 and 2024.

- 1.2. The User will have a total of one (1) poll site for each of its Elections covered under this Agreement.
- 1.3. To the extent time limits are not already provided in this Agreement, the User shall comply with all of its pre-Election obligations no less than fifteen (15) days prior to the Election and User further hereby acknowledges and agrees that no changes shall be permissible beyond that date.
- 1.4. The User shall take special Notice of the following concerning the 2023 and 2024 Elections, and any subsequent elections for the years 2023 and 2024:
  - 1.4.1. The New York Annual Budget Vote and School Board Election date for 2023 has been set for May 16, 2023. The User shall further provide notice to the County, in writing via regular mail, no later than January 15 in the year 2023 of the election dates concerning the user. This notice must be provided via regular mail and shall not be accepted via any electronic means or by telephone.
  - 1.4.2. The County, within 15 days of receiving notice from the User as provided in paragraph 1.4.1, shall provide the User, in writing, special Notice of the dates of any primary and/or election dates which could potentially conflict with the User’s Elections. Such Notice of the dates shall be automatically merged and incorporated into this Agreement.
  - 1.4.3. In the event that any legal challenge is filed in a New York or Federal Court concerning the Presidential Primary results or Federal (non-presidential), State and or local Primary Results, which may potentially conflict with any Election (as defined in 1.1 above) occurring in the year 2023 and 2024, an impoundment or preservation order (the “Court Order”) would likely be issued. Any such Court Order would prevent County personnel from re-programming or resetting any of the County’s Voting Equipment for use in the User’s Election.
  - 1.4.4. Should such legal challenge occur, and any such Court Order be issued, the County shall notify the User as soon as possible after service of such Court Order defined above (the “Notice”).
  - 1.4.5. The User hereby acknowledges that this Notice may (and likely will) be provided to the User by the County shortly before the User’s scheduled Election in May of 2023 and any subsequent Elections in the year 2024.
  - 1.4.6. The Parties agree that if the Notice is given, the County is relieved of its obligations herein with respect to the User’s Election affected by the Court Order, and the User will have to make alternate arrangements for the conduct of its affected Election(s).

Such alternate arrangements shall be undertaken at the sole obligation and expense of the User.

1.4.7. In the event that the User's Election(s) conflict with any Presidential, Federal (non-presidential), State, County and/or local primary and/or general elections which effectively diminishes the availability of Voting Equipment, the County will provide Notice to the User that such Voting Equipment is not available and the User acknowledges that this Notice may (and likely will) be provided to the User by the County shortly before the User's scheduled Election in the year 2023 and 2024.

1.4.8. The Parties agree that the County shall not be liable to the User for any damages whatsoever that the User incurs as a result of the Notice being given as stated above, nor for any costs, expenses or damages of any type, whether actual, consequential, indirect, incidental, punitive, special or otherwise, that the User incurs as a result of the County providing this Notice to the User.

1.5 The term of this Agreement shall become effective January 1, 2023 and shall terminate on December 1, 2024.

## **2. PAYMENT**

2.1. The County shall permit the User to use the Voting Equipment, as described in Section 3 herein, for its Elections.

2.2. For use of the Voting Equipment provided by the County, as described in more detail in Section 3 herein, the User shall pay the County as follows:

2.2.1. The sum of Eight Hundred and Fifty Dollars (\$850.00) per poll site, per Election date for the year 2023.

2.2.2. The sum of Nine Hundred Dollars (\$900.00) per poll site, per Election date for the year 2024.

## **3. VOTING EQUIPMENT AND SERVICES TO BE PROVIDED BY THE COUNTY**

3.1. The Voting Equipment to be provided to the User by the County pursuant to this Agreement shall constitute all of the following items and services described in this Section 3, as well as any equipment, supplies and additional services necessary to the proper installation, implementation and operation of the Voting Equipment enumerated herein.

3.2. OPTICAL SCAN VOTING SYSTEMS AND PRIVACY BOOTHS:



3.2.1. The County shall provide the User with Optical Scan Voting Systems, which shall include a ballot marking device and scanner, and accompanying privacy booths, per poll site, for each Election.

3.3. PREPARATION AND PROGRAMING OF OPTICAL SCAN VOTING SYSTEMS:

3.3.1. The County shall program and prepare the Optical Scan Voting Systems as necessary for User's Election.

3.4. PREPARATION AND TEST DECKING OF BALLOTS:

3.4.1. The County shall prepare and test deck the ballots;

3.4.2. The User shall be responsible for printing, payment and delivery of test ballots and final ballots;

3.4.3. The User shall be responsible for proofing and approval of all ballots, which will be shipped to the County and secured in storage prior to the Election;

3.4.4. The County shall be responsible for the delivery of such ballots along with all other Voting Equipment to the designated poll site(s);

3.4.5. All ballots are the property of the User, and the User shall pick up all ballots pertaining to its Election that are left in the voting machines from the County as soon as possible after the Election.

3.5. TEST DECKING OF THE VOTING SYSTEM

3.5.1. The County shall perform the test decking of the Optical Scan Voting System, to verify that the Optical Scan Voting System's election configuration and ballot configuration is correct, and to ensure that the Optical Scan Voting System will accurately cast and count votes within each individual ballot configuration.

3.6. IBUTTON GENERATION:

3.6.1. The County shall generate iButtons. All iButtons shall be returned by the User to the County;

3.7. TECHNICAL ASSISTANCE/SERVICES:

- 3.7.1. The County shall provide technical assistance and support for the proper use of the Voting Equipment. Technical assistance and support shall be provided by County staff only. Contact information for the technical assistance support will be provided by the County in advance of the Election;
- 3.7.2. The County shall also provide telephone and email communication on any Election dates for the User for administration of the Election.

3.8. DELIVERY AND PICKUP OF VOTING EQUIPMENT:

- 3.8.1. The County shall deliver and pick up the Voting Equipment to the User's poll site(s) at a time arranged by the County;
- 3.8.2. The User shall allow access to each poll site for the delivery of the Voting Equipment by the County;
- 3.8.3. The Parties hereby acknowledge and agree that the Voting Equipment must be timely delivered to each poll site;
- 3.8.4. The dates for transporting Voting Equipment to and from the poll site(s) shall be determined by the County. The delivery and pick up by the County shall be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, with the exact dates to be determined by the County;
- 3.8.5. The User shall be required to meet a County representative at the time of delivery of the Voting Equipment at each poll site designated by the User, and is responsible for maintaining the Voting Equipment, in particular the Optical Scan Voting Systems and privacy booths, in a secure location.

**4. VOTING EQUIPMENT AND SERVICES NOT INCLUDED IN THIS AGREEMENT**

4.1. POLL BOOKS:

- 4.1.1. The User shall be solely responsible for the ordering, printing and payment for poll books from NTS Data Services, L.L.C., or other provider, should they desire to utilize the same at their Election;
- 4.1.2. The User shall be responsible for the printing and mailing of absentee ballots, legal notices as required by New York Election Law and privacy sleeves, as well as a supply of pens and/or markers, voter sign-in lists and supply bags.

#### 4.2. RE-VOTE:

- 4.2.1. Re-vote services are not included in this Agreement;
- 4.2.2. Should the User's budget fail to pass and a re-vote is required, the User shall contact the County in writing and request Voting Equipment from the County for a re-vote within five (5) days of the original Election;
- 4.2.3. Upon receipt of the User's written request, the County shall, at its sole discretion, decide and advise the User if it is able to provide same. In such circumstances, a separate Agreement with the User, under similar terms and conditions as contained herein, shall be executed, and a separate fee shall be assessed.

#### 4.3. POLL SITE COORDINATORS AND INSPECTORS:

- 4.3.1. The User shall be solely responsible for securing the services of Poll Site Coordinators (hereinafter the "Coordinators") and Poll Site Inspectors (hereinafter the "Inspectors") for use during the Election;
- 4.3.2. The User agrees to only utilize Coordinators and Inspectors certified to properly handle and operate the Voting Equipment provided by the County, in accordance with New York State Election Law, and the User shall make arrangements to assign the Inspectors and/or Coordinators to the User's designated poll site(s);
- 4.3.3. The Coordinators and Inspectors shall not be considered employees of the County when performing services for the User pursuant to this Agreement, and the User shall be solely responsible for compliance with all relevant wage and labor laws in connection with services performed for User by the said Coordinators and Inspectors;
- 4.3.4. The User shall be solely responsible for supervising the Coordinators and Inspectors during its Election. The County shall not have any involvement in the type, nature or amount of the services the User wishes to have the Coordinators and Inspectors perform; all such matters shall be negotiated and agreed upon between the User and the Coordinators and Inspectors themselves;
- 4.3.5. The User shall be responsible for paying the Coordinators and Inspectors the standard Oneida County Board of Legislators' approved rates, as detailed herein, directly to the Coordinators and Inspectors;

4.3.5.1. The rates for a half-day, defined as services performed for less than nine (9) hours in a single day, are as follows:

4.3.5.1.1. Two Hundred Twenty-Five Dollars and no cents (\$225.00) for each of the Coordinators;

4.3.5.1.2. Two Hundred Dollars and no cents (\$200.00) for each of the Inspectors.

4.3.5.2. The rates for a full-day, defined as services performed for nine (9) hours or more in a single day, are as follows:

4.3.5.2.1. Two Hundred Seventy-Five Dollars and no cents (\$275.00) for each of the Coordinators;

4.3.5.2.2. Two Hundred Fifty Dollars and no cents (\$250.00) for each of the Inspectors.

4.3.6. The User shall ensure that the Coordinators and Inspectors utilized by the User arrive at the poll site no less than forty-five (45) minutes before the start of the Election;

4.3.7. At the close of the polls, the Coordinators and/or Inspectors shall print the results tape and read the results aloud. They shall also close and cover the Optical Scan Voting Systems. Neither the Coordinators nor the Inspectors shall be responsible for any end-of-night paperwork required to be reported by the User pursuant to Education Law Section 2610.

## **5. POLL SITE LOCATIONS**

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

## **6. RETURN OF PROPERTY**

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

6.2. The User will assure to the County that poll site locations will have appropriate electrical service for the proper operation of the Voting Equipment and the User shall exercise proper care and use of the privacy booths as defined in paragraph 3.2.1 above.

- 6.3. The User shall be responsible for ensuring that all Voting Equipment remains in the same condition as it was in when provided to the User by the County;
- 6.4. The User shall be solely responsible for any and all damages to any such Voting Equipment that occurs while the Voting Equipment is in the custody of the User, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party, and shall reimburse the County the cost of the same, including but not limited to, repair or full replacement of the damaged Voting Equipment, at the County's sole discretion;
- 6.5. The County shall not be liable for any Voting Equipment failures during the Election, including the Optical Scan Voting Systems, nor shall it be liable for any costs incurred by the User as a result of such failures.

## **7. INDEMNIFICATION**

- 7.1. The obligations of the User under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage;
- 7.2. To the fullest extent permitted by applicable law, the User (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the User's authorized personnel) arising out of or in connection with the exercise by the User or any of the User's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party;
- 7.3. The User shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, or to any other persons (including any Inspectors or Coordinators

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

## **8. INSURANCE REQUIREMENTS**

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

8.1.1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate;

8.1.1.1. 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;

8.1.1.2. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

8.1.2. Workers’ Compensation and Employer’s Liability

8.1.2.1. Statutory limits apply.

8.1.3. Commercial Umbrella

8.1.3.1. Umbrella limits must be at least \$1,000,000;

8.1.3.2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL;

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

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

8.3. Certificates of Insurance: Prior to the start of any work, the User 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 User'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.

## **9. CHOICE OF LAW/FORUM**

9.1. 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.

## **10. SEVERABILITY**

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

## **11. ADVICE OF COUNSEL**

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

## **12. ENTIRE AGREEMENT**

12.1. 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). No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Party sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



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

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**Oneida County Executive**

ONEIDA COUNTY BOARD OF ELECTIONS

By: \_\_\_\_\_  
**SARAH F. BORMANN**  
**Democratic Commissioner of Elections**

ONEIDA COUNTY BOARD OF ELECTIONS

By: \_\_\_\_\_  
**NICHOLE D. SHORTELL**  
**Republican Commissioner of Elections**

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
**KRISTIN HUBLEY**  
**President of the Board of Education**

**Approved**

\_\_\_\_\_  
Christopher J. Kalil  
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).

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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 BOARD OF ELECTIONS**

Union Station ♦ 321 Main St. ♦ 3<sup>rd</sup> Floor  
Utica, New York 13501  
Fax: 315-798-6412

**Anthony J. Picente Jr.**  
County Executive

**Sarah F. Bormann**  
Democratic Commissioner  
315-798-5762

**Nichole D. Shortell**  
Republican Commissioner  
315-798-5763

FN 20 23-064

January 23, 2023.

Oneida County Executive Anthony J. Picente, Jr.  
Oneida County Office Building, 10<sup>th</sup> Floor  
800 Park Avenue  
Utica, New York 13501

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

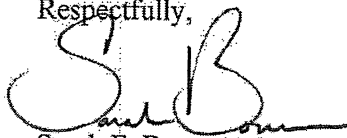
Attached please find a poll site amendment for the City of Sherrill, which is based on a template approved by the Board of Legislators for the 2021-2022 Poll Site Agreements. This amendment contains a change of the location of the poll site to the Sherrill Community Activity Center. All other terms of the original agreement will remain unchanged.

This agreement will be forwarded to the poll site, which our office utilizes on Election Days. Once it has been signed by the designated official at the location and returned to our office, it will be forwarded to you for final execution. Then the signed versions will be forwarded to the Finance Department for preparation of an insurance binder, after which a fully executed copy will be provided to the poll site. We anticipate this to be a lengthy process; therefore, time is of the essence.

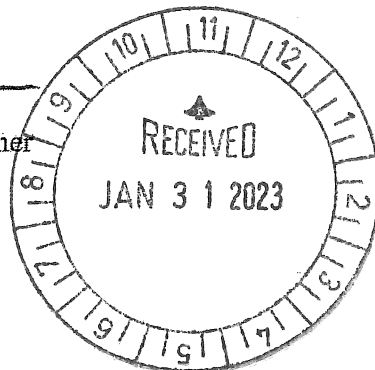
If you agree with the terms of this amendment, we request that you forward to the Board of Legislators for further approval. Should you have any questions, please feel free to contact us at our office.


Thank you for your assistance in this matter.

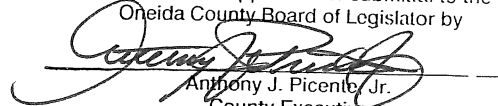
Respectfully,

  
Sarah F. Bormann  
Democratic Commissioner

Enc.



  
Nichole D. Shortell  
Republican Commissioner

Reviewed and Approved for submission to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente Jr.  
County Executive

Date 1-30-23

**Oneida Co. Department:** Board of Elections

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**   **X**  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** City of Sherrill  
373 Sherrill Road  
Sherrill, New York 13461;

**Title of Activity or Service:** Poll Site Amendment

**Proposed Dates of Operation:** January 1, 2023 – December 31, 2024

**Client Population/Number to be Served:** N/A

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Poll site agreement for use of premises by the Oneida County Board of Elections on Election Days.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$0.00                      **Account:** A1450.4951

**Oneida County Dept. Funding Recommendation:** \$0.00

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

**Cost Per Client Served:** N/A

**Mandated Service:** Yes

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This amendment is based upon a template approved by the Board of Legislators. The County has the option to extend the agreement for two (2) additional one-year terms to cover the 2023 and 2024 elections.

**AMENDMENT TO POLL SITE AGREEMENT BETWEEN  
ONEIDA COUNTY AND THE CITY OF SHERRILL**

This Amendment to Poll Site Agreement is entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, including its Oneida County Board of Elections (collectively, the “County”), and the City of Sherrill, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 373 Sherrill Road, Sherrill, New York 13491 (the “Owner”).

WHEREAS, the parties entered into an Agreement on or about January 1, 2021 (County Contract No. 129763) (the “Original Agreement”), a copy of which is annexed hereto as “Exhibit A”; and

WHEREAS, pursuant to Section 2.5 of the Original Agreement, the County has exercised its option to extend the Original Agreement through 2023 elections; and

WHEREAS, the parties want to change the location of the Poll Site set forth in Sections 1.1 (poll site name) and 1.2 (poll site address) of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Poll Site’s location as set forth in Sections 1.1. and 1.2. of the Original Agreement is hereby amended to designate the Sherrill Community Activity Center, 139 E. Hamilton Avenue, Sherrill, New York 13491, as the new location of the Polling Site; and
2. All other terms of the Original Agreement remain in effect without change or adjustment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused this Amendment to Original Agreement to be executed as of the last date written below.

**COUNTY OF ONEIDA**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

**ONEIDA COUNTY BOARD OF ELECTIONS**

By: \_\_\_\_\_  
Sarah F. Bormann  
Democratic Commissioner of Elections

**ONEIDA COUNTY BOARD OF ELECTIONS**

By: \_\_\_\_\_  
Nichole D. Shortell  
Republican Commissioner of Elections

**CITY OF SHERRILL**

By: \_\_\_\_\_  
William Vineall  
Mayor

**Approved:**

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney

# **Exhibit A**

## 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).

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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 DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.  
County Executive

Thomas B. Keeler  
Budget Director  
TKeeler@ocgov.net

FN 20 23-065

January 25, 2023

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

**PUBLIC SAFETY**

WAYS & MEANS

Dear County Executive,

Oneida County has been notified of an extension of its Grant Statewide Expansion of Hurrell – Haring from the New York State Office of Indigent Legal Services (OILS). This award was for a five year distribution of funds for program support. Funds will provide services through the Office of the Public Defender – Criminal Division and Assigned Counsel. This grant is to help implement and the enactment of Statewide Expansion of Hurrell-Haring Settlement as per Executive Law Section 832 (4).

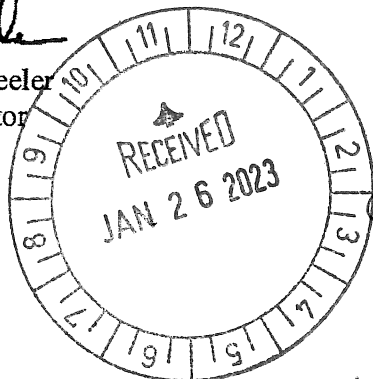
As stated above, this grant award is for the period of five years, beginning April 1, 2018 through March 31, 2023. Total Funding for the five years is \$18,284,944.20, with the first year expenditures being budgeted at \$1,218,996.28. As of the date of this letter only the first three years of a five year budget process has been approved by the NYS Office of Indigent Legal Services (OILS). There is no County match required for this grant.

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

Thank you for your consideration.

Sincerely,

Thomas B. Keeler  
Budget Director



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

  
Anthony J. Picente, Jr.  
County Executive

Date 1-26-23

Oneida Co. Department: Budget

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other     X    

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** NYS Office of Indigent Legal Services  
A.E. Smith Building, 11<sup>th</sup> Floor  
80 South Swan Street  
Albany, New York 12210

**Title of Activity or Service:** Indigent Defense Services (2<sup>nd</sup>  
amendment)

**Proposed Dates of Operation:** April 1, 2018 to March 31, 2023

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

The five-year grant is allocated for support for services in this state-mandated plan to provide legal representation for indigent parties, which was approved by the Board of Legislators on November 13, 2019 with the year one budget. A subsequent amendment added the year two budget. This further amendment adds the year three budget.

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

Funds will support improving Counsel at Arraignment, Quality Improvement and Caseload Relief.

**3) Program Design and Staffing: N/A**

**Total Funding Requested:** \$18,284,944.20      **Account #** A3021.03, A3201

**Oneida County Dept. Funding Recommendation:** \$18,284,944.20

**Proposed Funding Sources (Federal \$/ State \$/County \$): Both State and County.** The County receives the above state support for these services through the award of this five-year grant. County funds provide any additional operating expense.

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**Mandated/Not Mandated:** Mandated

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>STATE AGENCY (Name &amp; Address):</b></p> <p><b>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</b></p>	<p><b>BUSINESS UNIT/DEPT. ID: OLS01 1350200</b></p> <p><b>CONTRACT NUMBER: CSTWIDEHH31</b></p> <p><b>CONTRACT TYPE:</b>  <input checked="" type="checkbox"/> <b>Multi-Year Agreement</b>  <input type="checkbox"/> Simplified Renewal Agreement  <input type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p><b>Oneida, County of</b></p>	<p><b>TRANSACTION TYPE:</b>  <input type="checkbox"/> New  <input type="checkbox"/> Renewal  <input checked="" type="checkbox"/> <b>Amendment</b></p>
<p><b>CONTRACTOR DOS INCORPORATED NAME:</b></p>	<p><b>PROJECT NAME:</b></p> <p><b>Statewide Expansion of Hurrell-Harring</b></p>
<p><b>CONTRACTOR IDENTIFICATION NUMBERS:</b></p> <p><b>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</b></p>	<p><b>AGENCY IDENTIFIER:</b></p> <p><b>CFDA NUMBER (Federally funded grants only):</b></p>
<p><b>CONTRACTOR PRIMARY MAILING ADDRESS:</b></p> <p>Oneida County Office of the Public Defender 250 Boehlert Center at Union Station 321 Main Street Utica, NY 13501</p> <p><b>CONTRACTOR PAYMENT ADDRESS:</b>  <input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501-2926</p> <p><b>CONTRACTOR MAILING ADDRESS:</b>  <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p><b>CONTRACTOR STATUS:</b></p> <p><input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> <b>Municipality, Code: 300100000000</b>  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p><b>Charities Registration Number:</b></p> <p><b>Exemption Status/Code:</b></p> <p><input type="checkbox"/> Sectarian Entity</p>





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

CONTRACTOR:

STATE AGENCY:

NYS Office of Indigent Legal Services

By: \_\_\_\_\_

By: Patricia J. Warth

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: Director – Office of Indigent Legal Services

Date: \_\_\_\_\_

Date: 8/17/2022

STATE OF NEW YORK

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

N/A

N/A

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: CSTWIDEHH31

Page 3 of 3

Master Grant Contract, Face Page

**ATTACHMENT A**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**  
**STATEWIDE EXPANSION OF HURRELL-HARRING**

**I. Notices**

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

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

Notification to County and New York City ("County"):

Thomas B. Keeler  
Budget Director  
Oneida County  
800 Park Avenue  
Utica, NY 13501  
(315) 798-5805  
[tkeeler@ocgov.net](mailto:tkeeler@ocgov.net)

**II. Supplanting Funds.**

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any state or local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

**III. Collect and Report Data.**

County will be required to collect and report data to ILS on an annual basis, or as otherwise specified by ILS, in written form, as determined by ILS, which data will be used to analyze and measure implementation, compliance and outcomes under the three statewide plans (counsel at arraignment, quality improvement and caseload relief).

**IV. Extensions.**

The terms of this Agreement may be extended only by mutual written consent of the parties and approval of the Office of the State Comptroller for a period of not more than 24 months.

ATTACHMENT B-1

BUDGET

Office of Indigent Legal Services  
STATEWIDE EXPANSION OF HURRELL-HARRING  
April 1, 2018 - March 31, 2023

COUNTY OF ONEIDA

Total Contract Amount: \$18,284,944.20

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
<b>PUBLIC DEFENDER'S OFFICE</b>					
<b>CASELOAD RELIEF</b>					
<b>Personnel:</b>					
Forensic Evaluation Specialist - Salary	\$52,446.00	\$66,000.00	\$68,000.00		
Forensic Evaluation Specialist - Fringe	\$28,575.00	\$0.00	\$2,586.45		
(2) Confidential Investigators - Salary	\$68,798.00	\$70,000.00	\$72,000.00		
(2) Confidential Investigators - Fringe	\$47,162.00	\$0.00	\$0.00		
(3) Paralegal Assistants - Salary	\$111,507.00	\$114,000.00	\$123,000.00		
(3) Paralegal Assistants - Fringe	\$72,990.00	\$0.00	\$0.00		
Assistant Public Defender I - Salary	\$76,439.00	\$139,000.00	\$110,000.00		
Assistant Public Defender I - Fringe	\$34,897.00	\$0.00	\$0.00		
(2) Assistant Public Defenders II - Salary	\$127,094.00	\$0.00	\$0.00		
(2) Assistant Public Defenders II - Fringe	\$63,334.00	\$0.00	\$0.00		
Assistant Public Defender III - Salary	\$53,472.00	\$56,000.00	\$60,000.00		
Assistant Public Defender III - Fringe	\$28,620.00	\$0.00	\$0.00		
Senior Administrative Assistant/Data Officer - Salary	\$31,388.00	\$33,000.00	\$34,000.00		
Senior Administrative Assistant/Data Officer - Fringe	\$22,723.00	\$0.00	\$0.00		
Forensic Evaluation Specialist (b) - Salary	\$0.00	\$54,000.00	\$57,000.00		
Assistant Public Defender I (b) - Salary	\$0.00	\$79,000.00	\$83,000.00		
Assistant Public Defender II - Salary	\$0.00	\$65,000.00	\$66,000.00		
Paralegal Assistant - Salary	\$0.00	\$0.00	\$40,000.00		
Paralegal Assistant - Salary	\$0.00	\$0.00	\$40,000.00		
Paralegal Assistant - Salary	\$0.00	\$0.00	\$40,000.00		
Assistant Public Defender I - Salary	\$0.00	\$0.00	\$80,000.00		
Assistant Public Defender II - Salary	\$0.00	\$0.00	\$66,000.00		
Assistant Public Defender II - Salary	\$0.00	\$0.00	\$66,000.00		
Assistant Public Defender II - Salary	\$0.00	\$0.00	\$71,000.00		
Assistant Public Defender II - Salary	\$0.00	\$0.00	\$71,000.00		
Assistant Public Defender II - Salary	\$0.00	\$0.00	\$71,000.00		
Assistant Public Defender III - Salary	\$0.00	\$0.00	\$56,000.00		
Assistant Public Defender III - Salary	\$0.00	\$0.00	\$56,000.00		
Public Defense Information Technology Specialist	\$0.00	\$0.00	\$46,000.00		
Senior Office Specialist I - Salary	\$0.00	\$0.00	\$24,000.00		
Fringe - For Above Positions	\$0.00	\$338,000.00	\$746,693.55		
3 (PT) Interns	\$0.00	\$40,000.00	\$30,000.00		
Off-Hour Arraignment Stipends	\$0.00	\$0.00	\$36,500.00		
<b>Subtotal Personnel</b>	<b>\$819,445.00</b>	<b>\$1,054,000.00</b>	<b>\$2,215,780.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
<b>Contracted/Consultant</b>					
Investigators/Interpreters/Mitigation Specialists/ Psychologists/Physicians/Other Medical Specialists/ Other Specialists and Experts	\$0.00	\$40,000.00	\$80,000.00		
<b>Subtotal Contract /Consultant</b>	<b>\$0.00</b>	<b>\$40,000.00</b>	<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OTPS:</b>					
Postage	\$0.00	\$500.00	\$1,000.00		
Printing Costs (Appeals)	\$0.00	\$500.00	\$1,000.00		
Case Management System (PDCMS)	\$0.00	\$8,000.00	\$2,000.00		
IT Storage Upgrades	\$0.00	\$22,749.80	\$20,000.00		
Planning/Building Expansion	\$0.00	\$628,970.54	\$346,029.46		
<b>Subtotal OTPS</b>	<b>\$0.00</b>	<b>\$660,720.34</b>	<b>\$370,029.46</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Caseload Relief - Subtotal</b>	<b>\$819,445.00</b>	<b>\$1,754,720.34</b>	<b>\$2,665,809.46</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>QUALITY IMPROVEMENT</b>					
<b>OTPS:</b>					
Audio/Visual Equipment	\$10,000.00	\$1,000.00	\$21,000.00		
Professional Liability Insurance	\$8,100.00	\$5,000.00	\$8,000.00		
Laptop & Accessories/Remote Access Fees	\$10,000.00	\$10,000.00	\$10,000.00		
Continuing Legal Education/Training/Conferences	\$10,434.17	\$1,000.00	\$5,000.00		
Mileage/Travel	\$4,400.00	\$2,000.00	\$2,000.00		
Office Equipment/Cell Phones & Service Plans/Office Supplies	\$13,581.00	\$11,000.00	\$25,521.05		
Westlaw/Legal Reference Materials/Subscriptions	\$3,850.00	\$5,000.00	\$5,000.00		
Professional Organization Memberships	\$1,800.00	\$0.00	\$0.00		
<b>Quality Improvement - Subtotal</b>	<b>\$62,165.17</b>	<b>\$35,000.00</b>	<b>\$76,521.05</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>COUNSEL AT FIRST APPEARANCE</b>					
<b>Contracted/Consultant:</b>					
Arraignment Off-Hour Coverage - Stipends	\$36,500.00	\$36,500.00	\$0.00		
CAP Court Emergency Transportation Service	\$0.00	\$10,000.00	\$12,000.00		
<b>Counsel at First Appearance - Subtotal</b>	<b>\$36,500.00</b>	<b>\$46,500.00</b>	<b>\$12,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PUBLIC DEFENDER'S OFFICE - TOTAL</b>	<b>\$918,110.17</b>	<b>\$1,836,220.34</b>	<b>\$2,754,330.51</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>ONEIDA COUNTY SUPPLEMENTAL ASSIGNED COUNSEL PROGRAM</b>					
<b>CASELOAD RELIEF</b>					
<b>Personnel:</b>					
ACP Administrator	\$0.00	\$10,894.00	\$12,170.00		
Statewide Contract Administrator	\$0.00	\$40,256.00	\$0.00		
Assistant to the ACP Administrator	\$0.00	\$0.00	\$55,000.00		
Healthcare Opt-Out	\$0.00	\$0.00	\$750.00		
Fringe - For Above Positions	\$0.00	\$32,922.00	\$36,619.00		
<b>Subtotal Personnel</b>	<b>\$0.00</b>	<b>\$84,072.00</b>	<b>\$104,539.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Contracted/Consultant:</b>					
Deputy ACP Administrator	\$0.00	\$0.00	\$110,000.00		
Increased costs for assigned counsel program vouchers*	\$0.00	\$0.00	\$80,000.00		
<b>Subtotal Contracted/Consultant</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$190,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OTPS:</b>					
Travel/Mileage (ACP staff)	\$0.00	\$1,000.00	\$5,000.00		
Resource Room: Rent	\$0.00	\$0.00	\$51,619.33		

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
Resource Room: Office Supplies and Equipment	\$0.00	\$0.00	\$20,000.00		
<b>Subtotal OTPS</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$76,619.33</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Caseload Relief - Subtotal</b>	<b>\$0.00</b>	<b>\$85,072.00</b>	<b>\$371,158.33</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>QUALITY IMPROVEMENT</b>					
<b>Contracted/Consultant:</b>					
Second-Chair Program	\$100,000.00	\$226,466.22	\$95,000.00		
Attorney Mentoring Program	\$32,500.00	\$27,500.00	\$27,500.00		
Investigators/Process Servers/Expert Witnesses/ Interpreters/Psychological Evaluations/ Transcriptions/Record Productions	\$138,186.11	\$167,500.00	\$184,000.00		
Witness Fees - Statutory Rates and Mileage	\$7,500.00	\$7,500.00	\$7,500.00		
Legal Research Attorney	\$0.00	\$0.00	\$110,000.00		
<b>Subtotal Contracted/Consultant</b>	<b>\$278,186.11</b>	<b>\$428,966.22</b>	<b>\$424,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OTPS:</b>					
Travel/Mileage	\$9,000.00	\$8,000.00	\$15,000.00		
Continuing Legal Education/Trainings/Conferences	\$5,000.00	\$25,000.00	\$25,000.00		
Professional Liability Insurance	\$1,200.00	\$0.00	\$0.00		
Laptop & Accessories/Remote Access Fees	\$2,000.00	\$1,634.00	\$2,000.00		
Office Equipment/Office Furniture	\$4,000.00	\$0.00	\$0.00		
Westlaw/Legal Reference Materials/Subscriptions	\$1,000.00	\$0.00	\$10,000.00		
Professional Organization Memberships	\$500.00	\$9,500.00	\$10,500.00		
<b>Subtotal OTPS</b>	<b>\$22,700.00</b>	<b>\$44,134.00</b>	<b>\$62,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Quality Improvement - Subtotal</b>	<b>\$300,886.11</b>	<b>\$473,100.22</b>	<b>\$486,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>COUNSEL AT FIRST APPEARANCE</b>					
<b>Contracted/Consultant:</b>					
Arraignment Off-Hour Coverage -Stipends	\$0.00	\$43,600.00	\$45,000.00		
<b>Counsel at First Appearance - Subtotal</b>	<b>\$0.00</b>	<b>\$43,600.00</b>	<b>\$45,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>ASSIGNED COUNSEL PROGRAM - TOTAL</b>	<b>\$300,886.11</b>	<b>\$601,772.22</b>	<b>\$902,658.33</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$1,218,996.28</b>	<b>\$2,437,992.56</b>	<b>\$3,656,988.84</b>	<b>\$4,875,985.12</b>	<b>\$6,094,981.40</b>
<b>FIVE-YEAR TOTAL</b>	<b>\$18,284,944.20</b>				

\*To claim increased voucher costs, Oneida County shall provide to ILS previous and current year voucher expenditures in criminal cases as requested and shall implement and maintain the Assigned Counsel Program initiatives funded by this contract.

**ATTACHMENT C**

**WORK PLAN**

**OFFICE OF INDIGENT LEGAL SERVICES**

**STATEWIDE EXPANSION OF HURRELL-HARRING**

**APRIL 1, 2018 – MARCH 31, 2023**

**COUNTY OF ONEIDA**

**Goals, Objectives, and Performance Measures**

On a semi-annual basis, each grantee/contractor shall provide the Office of Indigent Legal Services with a written progress report summarizing the work performed during each such semi-annual period. The reports shall detail the grantee/contractor's progress toward attaining the specific goals, objectives and key performance measures as outlined below along with any additional information that may be required by the Office. These program progress reports must be submitted October 31<sup>st</sup> for the period starting April 1<sup>st</sup> and ending September 30<sup>th</sup> and April 30<sup>th</sup> for the period starting October 1<sup>st</sup> and ending March 31<sup>st</sup>.

Program progress reports will continue until such time as the funds subject to this contract are no longer available, have been accounted for, and/or throughout the contract period. The first progress report may be waived if the final approval of the grantee/contractor's contract by the Office of the State Comptroller is within two months of the date such progress report would be due. **(See Attachment D ["Payment and Reporting Schedule"] for written progress report reporting requirements in their entirety.)**

**Goal**

Implement the provisions of Chapter 59 of the Laws of 2017, Part VVV, sections 11-13, providing that the Office of Indigent Legal Services shall implement a plan to extend statewide the benefits of the Hurrell-Harring settlement reforms.

**First Objective**

Ensure all eligible criminal defendants are represented by counsel at arraignment, provided that timely arraignment with counsel is not delayed pending a determination of a defendant's eligibility.

### Key Performance Measures

1. The number of attorneys hired with this funding who provide representation at arraignment;
2. The number of arraignments handled by each attorney compensated with this funding; and
3. A brief description of all activities funded by this grant under this objective and how those activities have improved the provision of counsel at first appearance.

### **Second Objective**

Full compliance with the caseload standards issued by the Office of Indigent Legal Services.

### Key Performance Measures

1. The number of attorneys hired with this funding and the dates of such hires;
2. The number of new cases opened by attorneys compensated with this funding;
3. The number of non-attorneys hired with this funding and the dates of such hires;
4. The name, and date of appointment, of the Data Officer or a description of progress toward appointment of a Data Officer; and
5. A brief description of all activities funded by this grant under this objective and how those activities have reduced caseloads.

### **Third Objective**

Implement initiatives to improve the quality of indigent defense such that attorneys receive effective supervision and training, have access to and appropriately utilize investigators, interpreters and expert witnesses on behalf of clients, communicate effectively with their clients, have the necessary qualifications and experience, and, in the case of assigned counsel attorneys, are assigned to cases in accordance with article 18-b of the county law and in a manner that accounts for the attorney's level of experience and caseload/workload.

### Key Performance Measures

1. The number of training events supported by this funding;
2. The number of attorneys whose attendance at training events was supported by this funding;
3. The number of cases in which expert services supported by this funding was used, and the dollar amount, both total and hourly rate, spent on such services;
4. The number of cases where investigative services supported by this funding was used, and the dollar amount, both total and hourly rate, spent on such services; and
5. A brief description of all activities funded by this grant under this objective and how those activities have improved the quality of representation provided to clients.

## YEAR 1 BUDGET

### Public Defender's Office

#### Personnel:

- **Add a full-time Forensic Evaluation Specialist position.** This new position will coordinate client referral to treatment and alternative programs; assist in the monitoring of client progress in treatment; prepare psycho/social evaluations of clients for attorneys' use and review; and facilitate client entry into the appropriate problem-solving courts.
- **Add a full-time Confidential Investigator position.** This new position will increase investigative resources for the Public Defender Office's felony attorneys.
- **Add a full-time Paralegal Assistant position.** This new position will provide paralegal support to new attorney hires in the criminal defense divisions, as well as provide additional support for the felony sections.
- **Add four (4) full-time Assistant Public Defender positions.** These new positions will represent the busy city court sections and parole unit. Additionally, these positions will provide back-up support for the Centralized Arraignment Program (CAP) section to prevent burnout for the CAP attorneys.
- **Add a full-time Senior Administrative Assistant/Data Officer position.** This new position will ensure accurate data reporting to ILS on behalf of the Public Defender and Assigned Counsel Plan offices and manage ILS criminal defense grants.

#### Contracted/Consultant:

- **Provide funding for Counsel at First Appearance (CAFA) arraignment coverage stipends.** A stipend of \$100 per day will be paid to the back-up on-call Assistant Public Defender attorney to provide off-hour CAFA coverage when the dedicated CAFA attorney is unavailable. The off-hour schedule will be as follows:
  - Weekday evenings at CAP between 6 p.m. and 10 p.m.
  - Weekend mornings at CAP between 7:30 a.m. and 10 a.m.
  - Weekend evenings at CAP between 5:30 p.m. and 10 p.m.

#### OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include:
  - Audio/visual equipment, including a television and related equipment for the purposes of viewing videos and other digital evidence received from the District Attorney and law enforcement. Funding will include a courtroom set-up for litigation training programs;
  - Professional liability insurance for the new employees hired in this contract;



- Laptops and associated accessories with remote access and associated accessories for the new employees hired in this contract;
- Continuing Legal Education (CLE) Trainings/trainings/trainings for Investigators/conference registration fees and associated training travel expenses. Additional use of funds will include the printed materials for the Oneida County Bar Association, Public Defender Office Criminal Track Programs, and Criminal Law Academy training programs hosted by the Public Defender's office as an accredited CLE provider;
- Reimbursement of mileage at the standard IRS mileage rates for new employees hired in this contract to travel to court, jail, conduct investigations, and to serve subpoenas;
- Office equipment, including desks, chairs, and filing cabinets, etc.; laptops, docking stations, monitors, and related computer accessories, cell phones and service plans for the new employees hired in this contract;
- Westlaw user licenses/access fees for new attorney positions; and
- Membership dues for professional organizations.

## **Oneida County Supplemental Assigned Counsel Program**

### **Contracted/Consultant:**

- **Provide funding for a Second-Chair Program.** This new program will connect newly-admitted attorneys with experienced attorneys to co-counsel and collaborate on complex criminal cases. The Plan Administrator will select the Second-Chair attorney based on the attorney's experience and skills. Second-Chair assignments will focus on Grand Jury proceedings, pre-trial and motion proceedings, investigation and witness preparation, trial skills, post-conviction proceedings, parole hearings and appeals, and appellate and other areas of legal expertise. Second-Chair attorneys will be compensated at the current statutory rates of \$60 per hour for a misdemeanor case and \$75 per hour for a felony case.
- **Provide funding for an Attorney Mentoring Program.** This new program will designate three (3) experienced attorneys to provide mentoring support to develop the skills of 18-B attorneys. The program will include common court procedures, case law review for matters often used in mandated representation, application and eligibility, research and writing skills, proper records, scheduling and case file management, and utilizing specialized services, such as expert witnesses, legal research, etc. All 18-B attorneys will be eligible to enroll in the program. The three (3) Mentoring Attorneys will be paid a total of \$32,500 annually; the Senior Mentor Attorney will be paid a rate of \$12,500 for providing mentoring and program oversight and the two (2) remaining Mentor Attorneys will be paid a rate of \$10,000, respectively, for providing mentoring services. Mentor Attorneys may continue to accept their own 18-B assignments but will not be assigned as a mentor in any cases that may represent codefendants on their own cases.

- **Provide funding for specialized services.** Services include transcription at a rate of up to \$2.50 per page; interpreters at a rate of \$30-\$75 per hour; process servers/investigators at a rate of \$55-\$100 per service; psychological evaluations at a rate of up to \$2,300 per case; expert witnesses at a rate of \$65-\$350 per hour; record production at a rate of \$25-\$100 per case; and associated travel/mileage expenses.
- **Provide funding for witness fees.** Funding will include statutory witness fees at a rate of \$15 per day plus transportation expenses/mileage reimbursed at the standard IRS mileage rates when subpoenaed for trial.

**OTPS:**

- **Provide funding for incidental and operational expenses.** Expenses include:
  - Reimbursement of travel expenses (tolls/metered parking, etc.) and mileage reimbursed at the standard IRS mileage rates for Staff, Attorneys, Mentees, Second-Chair Attorneys, and Panel Attorneys to travel to and from court, jail, investigations, and program-related events, when travel expenses are not already funded by the County;
  - CLE Trainings/other professional trainings/conferences/registration expenses, associated training travel expenses for attorneys, conference meeting space fees, speaker fees; and
  - Onboarding costs for the new Plan Administrator position: Professional liability insurance; laptop and accessories for remote access; office equipment, such as a desk, chair, copier/printer, filing cabinets and similar items; Westlaw user license/access fees, legal reference materials/subscriptions/books; and membership dues for professional organizations such as NYSDA, Oneida County Bar Association, etc.

## **YEAR 2 BUDGET**

### **Public Defender's Office**

**Personnel:**

- **Continue the full-time Forensic Evaluation Specialist (a) position.** This position coordinates client referrals to treatment and alternative programs; assists in the monitoring of client progress in treatment; prepares psycho/social evaluations of clients for attorneys' use and review; and facilitates client entry into the appropriate problem-solving courts.
- **Continue two (2) full-time Confidential Investigator positions.** These positions increase investigative resources for the Public Defender Office's felony attorneys.

- **Continue three (3) full-time Paralegal Assistant positions.** These full-time positions provide paralegal support to new attorney hires in the criminal defense divisions, as well as provide additional support for the felony sections.
- **Continue the full-time Assistant Public Defender I position.** In Year 2, there is a significant salary increase for this full-time position to reflect the level of experience needed for this position, who handles criminal appeals. The initial person who filled this position was paid an annual salary of \$139,000 but he only remained with the office part of the year. His replacement is paid \$104,314 annually.
- **Discontinue the two (2) Assistant Public Defenders II positions.** These positions are being replaced by the Assistant Public Defender I and Assistant Public Defender II positions below.
- **Continue the full-time Assistant Public Defender III position.** This full-time position represents clients in Utica City Court proceedings.
- **Continue the full-time Senior Administrative Assistant/Data Officer position.** This position ensures accurate data reporting to ILS on behalf of the Public Defender and Assigned Counsel Plan offices and manage ILS criminal defense grants.
- **Add a full-time Assistant Public Defender I (b) position.** This position provides representation to clients in Utica City Court proceedings.
- **Add a full-time Forensic Evaluation Specialist (b) position.** This position will coordinate client referrals to treatment and alternative programs; assist in the monitoring of client progress in treatment; prepare psycho/social evaluations of clients for attorneys' use and review; and facilitate client entry into the appropriate problem-solving courts.
- **Add a full-time Assistant Public Defender II position.** This full-time position represents clients accused of major crimes.
- **Add funding for three (3) part-time Interns.** Part-time salaried positions work approximately 17.5 hours per week; funds cover both the salaries and payroll taxes. Interns are responsible primarily for scanning documents as the office digitizes archives.

**Contracted/Consultant:**

- **Provide funding for Counsel at First Appearance (CAFA) off-hour arraignment coverage stipends.** A stipend of \$100 per day will be paid to the back-up on-call Assistant Public Defender attorney to provide off-hour CAFA coverage when the dedicated CAFA attorney is unavailable. The off-hour schedule will be as follows:
  - Weekday evenings at CAP between 6 p.m. and 10 p.m.
  - Weekend mornings at CAP between 7:30 a.m. and 10 a.m.
  - Weekend evenings at CAP between 5:30 p.m. and 10 p.m.

- **Provide funding for non-attorney professional (specialized) services.** Non-attorney professionals include investigators, interpreters, mitigations specialists, and other experts to be paid at the following rates, though the Public Defender can approve higher rates when necessary: investigators and interpreters (\$55/hour); mitigation specialists (\$75/hour); psychologists (\$275/hour); and physicians and other specialists (\$75 to \$500/hour).
- **Provide funding for emergency transportation for indigent clients after CAP arraignments.** Funds will pay for indigent clients' transportation after arraignment at the CAP court, which is in a remote area. Walking at night and during inclement weather from this location is unsafe. This emergency transportation will be used as a last resort, after all other attempts to obtain transportation have failed. After an RFP process, the PD Office entered into a contract with CNY Cab and Car Service for this service, at a rate of \$3/mile. This transportation is limited to Oneida County.

**OTPS:**

- **Provide funding for incidental and operational expenses.** Expenses include:
  - Audio/visual equipment, including a television and related equipment for the purposes of viewing videos and other digital evidence received from the District Attorney and law enforcement. Funding will include a courtroom set-up for litigation training programs
  - Professional liability insurance for the new employees hired in this contract (based on the 2018 premium divided by the number of covered persons for a per/person cost, multiplied by the number of staff on this contract)
  - Laptops and associated accessories with remote access and associated accessories for the new employees hired in this contract
  - Continuing Legal Education (CLE) programs, trainings for legal and non-legal staff, conference registration fees and associated travel expenses. Additional use of funds will include the printed materials for the Oneida County Bar Association, Public Defender Office Criminal Track Programs, and Criminal Law Academy training programs hosted by the Public Defender's office as an accredited CLE provider
  - Mileage reimbursed at the standard IRS mileage rates for new employees hired in this contract to travel to court, jail, conduct investigations, and to serve subpoenas
  - Office equipment, including desks, chairs, and filing cabinets, etc.; laptops, docking stations, monitors, and related computer accessories, cell phones and service plans for the new employees hired in this contract
  - Westlaw user licenses/access fees for new attorney positions
  - Membership dues for professional organizations
  - Postage
  - Printing expenses for appeals
  - NYSDA PDCMS licenses for staff included in this contract
  - IT Storage, for either expanded cloud storage or increase in server storage capacity to accommodate significantly increased digital information associated with each case as a result of NY discovery reform

- **Provide funding for the renovation planning and construction costs for additional Public Defender Office space.** This funding will pay for the costs of renovating approximately 3500 sq. ft. of county-owned space at 120 Airline St., Oriskany, NY. Costs include: 1) architectural services for schematic design, design development, construction plans and specifications, competitive bidding support, as well as construction phase services; and 2) actual construction costs (materials, equipment, and labor). Funds will be paid to contractors awarded contracts via competitive bidding.

## **Oneida County Supplemental Assigned Counsel Program**

### **Personnel:**

- **Add partial salary for the part-time Assigned Counsel Program (ACP) Administrator:** Position is responsible for overseeing the assigned counsel program, including supervising the Second Chair and Mentoring programs; meeting with the judges, county officials, other indigent defense providers, and the bar association on a regular basis to field questions and resolve issues; reviewing vouchers; overseeing and approving all appellate vouchers; and implementing the new CAFA program in the office. Part-time county position is paid for 17.5 hours per week. ILS funding is requested to account for the increased responsibilities due to program expansion; this position transitioned from a contract to a part-time county position in November 2019. The county will maintain its \$25,000 contribution to this salary.
- **Add partial salary for Statewide Contract Administrator.** Position is responsible for electronic vouchering; data entry into the Laserfiche CMS; coordinating assignments (including appellate assignments and research on the case to determine who would be the best attorney); billing; and communication with panel attorneys regarding their vouchers. Full-time county position devotes 40% of the work week to ACP and the remainder of the work week to contract management duties for the Department of Public Works. These funds cover 40% of the salary to account for the increased hours due to program expansion; the hours increased starting December 2019.

### **Contracted/Consultant:**

- **Provide funding for a Second-Chair Program.** This program connects newly-admitted attorneys with experienced attorneys to co-counsel and collaborate on complex criminal cases. Second-Chair attorneys will be compensated at the current statutory rates of \$60 per hour for a misdemeanor case and \$75 per hour for a felony case.
- **Provide funding for an Attorney Mentoring Program.** This program designates two (2) experienced attorneys to provide mentoring support to develop the skills of ACP panel attorneys. All ACP panel attorneys will be eligible to enroll in the program. The Mentor Coordinator (Appeals) will be paid \$15,000 annually and will provide support for researching, drafting, and filing appeals; the Trial Mentor Coordinator will be paid \$12,500 annually, and will provide support for criminal trials, motion practice, hearings,

and general strategy discussions as well as implementing and administrating a form bank for attorney use.

- **Provide funding for non-attorney professional (specialized) services.** Services include transcription at a rate of \$2.50 to \$5.25 per page; interpreters at a rate of \$30-\$75 per hour; process servers/investigators at a rate of \$55-\$100 per service; psychological evaluations at a rate of up to \$2,300 per case; expert witnesses at a rate of \$65-\$350 per hour; record production at a rate of \$25-\$100 per case; and associated travel/mileage expenses.
- **Provide funding for witness fees.** Funding will include statutory witness fees at a rate of \$15 per day plus transportation expenses/mileage reimbursed at the standard IRS mileage rates when subpoenaed for a hearing or trial.
- **Provide funding for off-hour arraignment stipends.** Funds will pay stipends to ACP panel attorneys to be on-call to provide arraignment representation at CAP Court sessions when the Public Defender's Office has a conflict. Attorneys will be paid \$250 per week to be on-call and an additional \$150 per CAP session attended during that week. Each week (7 days) will require the assigned attorney to be on-call for a minimum of 32 hours. The CAP Court meets once a day on weekdays (Monday through Friday from 6:00 pm to 10:00 pm) and twice on weekend days (Saturday and Sunday from 7:30 am to 9:30 am and 6:00 pm to 10:00 pm).

#### OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include:
  - Travel expenses (tolls/metered parking, etc.) and mileage at the standard IRS mileage rates for Staff, Attorneys, Mentees, Second-Chair Attorneys, and Panel Attorneys to travel to and from court, jail, investigations, and program-related events, when travel expenses are not already funded by the County
  - CLE Trainings/other professional trainings/conferences/registration expenses, associated training travel expenses for attorneys, conference meeting space fees, speaker fees
  - Laptops and accessories for remote access
  - Office equipment, such as a desk, chair, copier/printer, filing cabinets and similar items
  - Westlaw user license/access fees, legal reference materials/subscriptions
  - Professional organization memberships, such as NYSDA, Oneida County Bar Association, etc. for the ACP Administrator, as well as expenses for panel attorneys to belong to the Oneida County Bar Association, at \$180 per attorney, and to register with SEMPASS (the OCBA CLE program membership cost) at \$200 per attorney

## YEAR 3 BUDGET

### Public Defender's Office

#### Personnel:

- **Continue the full-time Forensic Evaluation Specialist (a) position.** This position will continue in Year 3 with a COLA increase. The Forensic Evaluation Specialist coordinates client referrals to treatment and alternative programs; assists in the monitoring of client progress in treatment; prepares psycho/social evaluations of clients for attorneys' use and review; and facilitates client entry into the appropriate problem-solving courts.
- **Continue two (2) full-time Confidential Investigator positions.** These positions will continue in Year 3 with a COLA increase and will provide investigative resources for the Public Defender Office's felony attorneys.
- **Continue three (3) full-time Paralegal Assistant positions.** These positions will continue in Year 3 with a COLA increase and will provide paralegal support to new attorney hires in the criminal defense divisions, as well as provide additional support for the felony sections.
- **Continue the full-time Assistant Public Defender I position.** This position will continue in Year 3 at the annual salary of \$110,000. This position provides CAFA coverage in the CAP court, coverage for one local court, and expertise.
- **Continue the full-time Assistant Public Defender III position.** This position will continue in Year 3 with a COLA increase and represents clients in Utica City Court proceedings.
- **Continue the full-time Senior Administrative Assistant/Data Officer position.** This position ensures accurate data reporting to ILS on behalf of the Public Defender and Assigned Counsel Plan offices and manage ILS criminal defense grants. This position will continue in Year 3 with a COLA increase.
- **Continue the full-time Forensic Evaluation Specialist (b) position.** This position will continue in Year 3 with a COLA increase and will coordinate client referrals to treatment and alternative programs; assist in the monitoring of client progress in treatment; prepare psycho/social evaluations of clients for attorneys' use and review; and facilitate client entry into the appropriate problem-solving courts.
- **Continue the full-time Assistant Public Defender I (b) position.** This position provides representation to clients in Utica City Court proceedings and will continue in Year 3 with a COLA increase.

- **Continue the full-time Assistant Public Defender II position.** This position will continue in Year 3 with a COLA increase and represents clients accused of major crimes.
- **Add three (3) full-time Paralegal Assistant positions.** These new positions provide paralegal support to new attorney hires in the criminal defense divisions, as well as provide additional support for the felony sections.
- **Add a full-time Assistant Public Defender I position.** This new position provides representation to clients in Oneida County Court proceedings.
- **Add five (5) full-time Assistant Public Defender II positions.** Two of these new positions represent clients accused of major crimes or clients in in Utica and/or Rome City Courts and their salaries are prorated in Year 3. Three of these new positions represent clients in Rome and/or Utica City Court proceedings as well as parole revocation hearings. The starting salary for these positions is \$71,000.
- **Add two (2) full-time Assistant Public Defender III positions.** These new positions represent clients in Rome and/or Utica City Court proceedings.
- **Add a full-time Public Defense Information Technology Specialist position.** This new position will be responsible for tasks such as managing discovery (storage, duplication, and playback); managing electronic evidence for hearings and trials; creating presentations for hearings and trials; and assisting attorneys with the presentation of electronic evidence; in depth knowledge of case management system to assist attorney and non-attorney staff.
- **Add a full-time Senior Office Specialist I position.** This new position is responsible for administrative tasks and may be responsible for supervising other clerical staff.
- **Continue funding for two (2) part-time Interns.** These salaried positions will work approximately 17.5 hours per week and are responsible primarily for scanning documents as the office digitizes archives. Year 3 funding provides for salaries and payroll taxes for two interns.
- **Provide funding for Counsel at First Appearance (CAFA) Off-Hour Arraignment Coverage Stipends.** A stipend of \$100 per day will be paid to the back-up on-call Assistant Public Defender attorney to provide off-hour CAFA coverage when the dedicated CAFA attorney is unavailable. The off-hour schedule will be as follows:
  - Weekday evenings at CAP between 6 p.m. and 10 p.m.
  - Weekend mornings at CAP between 7:30 a.m. and 10 a.m.
  - Weekend evenings at CAP between 5:30 p.m. and 10 p.m.

**Contracted/Consultant:**

- **Continue to provide funding for Non-Attorney Professional (Specialized) Services.** Funding will continue in Year 3 for specialized services to be paid up to the following



rates, though the Public Defender can approve higher rates when necessary: investigators and interpreters (\$55 per hour); mitigation specialists (\$75 per hour); psychologists (\$275 per hour); and physicians and other specialists (\$75 to \$500 per hour). Experts may also be paid on a flat fee basis up to \$3,000 per case.

- **Discontinue funding for Counsel at First Appearance (CAFA) Off-Hour Arraignment Coverage Stipends.** This line is discontinued in Year 3; attorneys performing this task are staff and the budget has been moved under Personnel.
  
- **Continue to provide funding for Emergency Transportation for Indigent Clients after CAP Arraignments.** Funding will continue in Year 3 to pay for indigent clients' transportation after arraignment at the CAP court, which is in a remote area. Walking at night and during inclement weather from this location is unsafe. This emergency transportation will be used as a last resort, after all other attempts to obtain transportation have failed. Services have been contracted with CNY Cab and Car Service for this service, at a rate of \$3 per mile. This transportation is limited to Oneida County.

**OTPS:**

- **Continue funding for Incidental and Operational Expenses.** Year 3 will continue to support expenses including:
  - Postage
  - Printing expenses for appeals
  - NYSDA PDCMS licenses for staff included in this contract
  - IT Storage, for either expanded cloud storage or increase in server storage capacity to accommodate significantly increased digital information associated with each case as a result of NY discovery reform
  - Audio/visual equipment, including a television and related equipment for the purposes of viewing videos and other digital evidence received from the District Attorney and law enforcement. Funding will include a courtroom set-up for litigation training programs
  - Professional liability insurance for the new employees hired in this contract (based on the 2020 premium divided by the number of covered persons for a per person cost, multiplied by the number of staff on this contract)
  - Laptops and associated accessories with remote access and associated accessories for the new employees hired in this contract
  - Continuing Legal Education (CLE) Training programs, trainings for legal and non-legal staff, conference registration fees and associated travel expenses. Additional use of funds will include the printed materials for the Oneida County Bar Association, Public Defender Office Criminal Track Programs, and Criminal Law Academy training programs hosted by the Public Defender's office as an accredited CLE provider
  - Mileage reimbursed at the standard IRS mileage rates for new employees hired in this contract to travel to court, jail, conduct investigations, and to serve subpoenas

- Office equipment and office supplies; office furniture, laptops, docking stations, monitors, and related computer accessories; cell phones and service plans for the new employees hired in this contract
  - Westlaw user licenses/access fees for all new employees hired in this contract
  - Membership dues for professional organizations
- **Continue funding for the Renovation Planning and Construction costs for Additional Public Defender Office Space.** This funding will continue in Year 3 to support the expense of renovating approximately 3,500 square feet of county-owned space at 120 Airline St., Oriskany, NY. Expenses include: 1) architectural services for schematic design, design development, construction plans and specifications, competitive bidding support, as well as construction phase services; and 2) actual construction costs (materials, equipment, and labor), including increased cost of labor and materials due to the pandemic. Funds will be paid to contractors awarded contracts via competitive bidding.

## **Oneida County Supplemental Assigned Counsel Program**

### **Personnel:**

- **Continue funding the partial salary for the part-time Assigned Counsel Program (ACP) Administrator.** This position will continue in Year 3 with a COLA increase. The ACP Administrator is responsible for overseeing the assigned counsel program, including supervising the Second Chair and Mentoring programs; meeting with the judges, county officials, other indigent defense providers, and the bar association on a regular basis to field questions and resolve issues; reviewing vouchers; overseeing and approving all appellate vouchers; and implementing the new CAFA program in the office. Part-time county position is paid for 17.5 hours per week. ILS funding is requested to account for the increased responsibilities due to program expansion; this position transitioned from a contract to a part-time county position in November 2019. The county will maintain its \$25,000 contribution to this salary. This contract will pay for full cost of fringe benefits for this position as this was previously a contracted position with no fringe benefits attached.
- **Discontinue partial salary for Statewide Contract Administrator.** This position is discontinued in the Year 3; the duties will be assigned to a new full-time Assistant to the ACP Administrator position.
- **Add a full-time Assistant to the ACP Administrator position.** This new position is responsible for electronic vouchering; data entry into the Laserfiche CMS; coordinating assignments (including appellate assignments and research on the case to determine who would be the best attorney); billing; and communication with panel attorneys regarding their vouchers.

- **Provide funding for Healthcare Opt-Out.** Funding is available for the Assistant to the ACP Administrator to be compensated \$750 for opting out of the County's healthcare program.

**Contracted/Consultant:**

- **Provide funding for a contractual Deputy ACP Administrator.** This full-time contract position will be responsible for assisting the Administrator in the day-to-day operation of the program including coordination with county officials, establishment of panel policies and procedures, and coordinating with the Legal Research Attorney on implementation of funded programs. The Deputy ACP Administrator will be paid up to \$4,231 bi-weekly.
- **Provide funding for Increased Cost for Assigned Counsel Attorney Vouchers.** Oneida County shall implement and maintain the Assigned Counsel Program caseload relief and quality improvement initiatives funded by this contract and shall establish a reference point of county funding for attorney vouchers in criminal cases. To establish the reference point, the county shall provide to ILS the total amount of attorney voucher expenditures in criminal cases from 2015 (or some other agreed upon year) to present and work with ILS to establish an appropriate reference point. The reference point will be the primary measure to ensure that state funding for ACP attorney voucher costs supplements and does not supplant county funding for attorney vouchers. Additionally, on an annual basis thereafter, the county shall report to ILS the total amount of county spending that year on panel attorney criminal case vouchers, not including ILS funding. The county will coordinate with ILS to monitor: 1) the maintenance of established ACP infrastructure; and 2) ongoing county spending to ensure that local spending remains consistent (using the pre-implementation county funding data as the primary reference point). Funding will support the anticipated increase in attorney vouchers as attorneys are spend more time on their criminal cases to meet caseload relief and compliance standards.
- **Continue to provide funding for a Second-Chair Program.** This program will continue in Year 3 and connects newly-admitted attorneys with experienced attorneys to co-counsel and collaborate on complex criminal cases. Second-Chair attorneys will be compensated at the current statutory rates.
- **Continue to provide funding for an Attorney Mentoring Program.** This program will continue in Year 3 and will designate two (2) experienced attorneys to provide mentoring support to develop the skills of ACP panel attorneys. All ACP panel attorneys will be eligible to enroll in the program. The Mentor Coordinator (Appeals) will be paid \$15,000 annually and will provide support for researching, drafting, and filing appeals; the Trial Mentor Coordinator will be paid \$12,500 annually, and will provide support for criminal trials, motion practice, hearings, and general strategy discussions as well as implementing and administrating a form bank for attorney use.

- **Continue to provide funding for Non-Attorney Professional (Specialized) Services.** Support will continue in Year 3 for specialized services including transcription at a rate of \$2.50 to \$5.25 per page; interpreters at a rate of \$30-\$75 per hour; process servers/investigators at a rate of \$55-\$100 per service; expert witnesses at a rate of \$65-\$350 per hour; record production at a rate of \$25-\$100 per case. Other expert services may include psychological evaluations. Associated travel/mileage expenses will be reimbursed at the standard IRS mileage rates. Expert services may also be paid on a flat fee basis up to \$3,000 per case.
- **Continue to provide funding for Witness Fees.** Funding will continue in Year 3 and includes statutory witness fees at a rate of \$15 per day plus transportation expenses/mileage reimbursed at the standard IRS mileage rates when subpoenaed for a hearing or trial.
- **Provide funding for a contractual Legal Research Attorney.** This new full-time contract position will be responsible for assisting panel attorneys with research, brainstorming case strategy, and facility expert and investigator use. The Legal Research Attorney will be paid up to \$4,231 bi-weekly.
- **Continue to provide funding for Off-Hour Arraignment Coverage.** Funding in Year 3 will continue to support ACP panel attorneys to be on-call to provide arraignment representation at CAP Court sessions when the Public Defender's Office has a conflict. Attorneys will be paid \$250 per week to be on-call and an additional \$150 per CAP session attended during that week. Each week (7 days) will require the assigned attorney to be on-call for a minimum of 32 hours. The CAP Court meets once a day on weekdays (Monday through Friday from 6:00 pm to 10:00 pm) and twice on weekend days (Saturday and Sunday from 7:30 am to 9:30 am and 6:00 pm to 10:00 pm).

**OTPS:**

- **Continue funding for Incidental and Operational Expenses.** Expenses include:
  - Travel expenses (tolls/metered parking, etc.) and mileage at the standard IRS mileage rates for Staff, Attorneys, Mentees, Second-Chair Attorneys, and Panel Attorneys to travel to and from court, jail, investigations, and program-related events, when travel expenses are not already funded by the County
  - Hosting and attending CLE Trainings/other professional trainings/conferences/registration expenses, associated training travel expenses for attorneys, conference meeting space fees, speaker fees. Travel and mileage will be reimbursed at the standard IRS mileage rates
  - Laptops and accessories for remote access
  - Office equipment and furniture such as a desk, chair, copier/printer, filing cabinets and similar items
  - Westlaw user license/access fees, legal reference materials/subscriptions
  - Professional organization memberships, such as NYSDA, Oneida County Bar Association, and other organizations for the ACP Administrator, as well as expenses for panel attorneys to belong to the Oneida County Bar Association, at

\$180 per attorney, and to register with SEMPASS (the OCBA CLE program membership cost) at \$200 per attorney.

- **Provide funding for Resource Room Rent, Supplies, and Office Equipment.** Funding is available for rental of space in a county-owned building, to provide a central location for panel attorneys to access resources, meet with their clients, and collaborate on cases. This funding will be available when a full proposal has been submitted to and approved by ILS regarding the location. Funding will also support the cost of office equipment such a printer/copier and fax machine as well as general office supplies for the Resource Room.



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

February 8, 2023

FN 20 23 - 066

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with the Whitesboro Central School District for the 2022-2023 school year. This Agreement is for (7) Special Patrol Officer (SPOs) per school day, to be utilized within the Whitesboro school facilities to increase law enforcement presence, to decrease the number of incidents at the school, and to ensure building safety and security measures are in place and are followed by students, staff, parents, and other visitors. The SPOs will be assigned to the District's buildings. I would like to submit this Agreement as a template to be used by all other school districts utilizing SPOs for the 2022-2023 school year. The total amount of this Agreement is approximately \$312,400.10. The District will reimburse the County for 100% of the hourly costs of the SPOs.

Hourly pay rate	\$29.34
<u>Hours per day for 1 SPO</u>	<u>x \$7.75</u>
Daily Payment for 1 SPO	\$227.385
<u>Total days worked in 1 year</u>	<u>x 185</u>
Total salary per SPO per year	\$42,066.23
<u>Number of SPOs in District</u>	<u>x 7</u>
All SPO salaries in District	\$294,463.58
Training Costs (range time, etc.)	+ \$7,436.5
<u>Equipment and uniform costs</u>	<u>+ \$10,500.00</u>
Total to be paid by District	\$312,400.10

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

Anthony J. Picente, Jr.  
County Executive

Date 2-8-23

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



**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



**Undersheriff Joseph Lisi**  
**Chief Deputy Jonathan Owens**

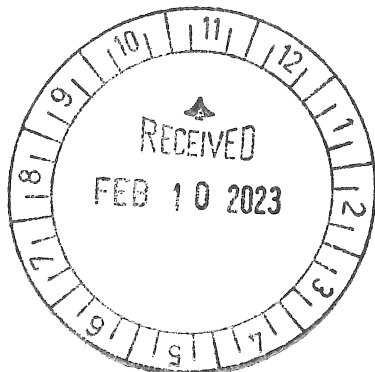
**Chief Deputy Lisa Zurek**  
**Chief Deputy Derrick O'Meara**

***Sheriff Robert M. Maciol***

decision regarding my request, please do not hesitate to contact me at any point in time. Please forward this Agreement to the Board of Legislators for approval.

Sincerely,

Oneida County Sheriff  
Robert M. Maciol



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6065 Judd Road Oriskany, NY 13424  
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Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name & Address of Vendor:** Whitesboro Central School District  
65 Oriskany Blvd. Ste 1  
Whitesboro NY, 13492

**Title of Activity or Service:** Special Patrol Officer Initiative – **This Agreement will serve as the Master Template for all other District's SPOs.**

**Proposed Dates of Operation:** September 1, 2022- August 31, 2023

**Client Population/Number to be Served:** Members of the Whitesboro Central School District

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Use of 7 full-time Special Patrol Officers at the Whitesboro Central School District buildings. The use of Special Patrol Officers to ensure that the buildings safety and security measures are in place and being followed by students, staff, parents and other visitors to the buildings. This Agreement will serve as the Master Template for all other District's SPOs.
- 2) **Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to all students and staff.
- 3) **Program Design and Staffing:** Use of SPO's during the 2022-2023 school year throughout the 7 school buildings located throughout the district

**Total Funding Requested:** \$312,400.10

**Account #** A2735.1 (Revenue)  
A3121 (expense)

The cost is broken down as follows:

**Hourly Salary:** \$26.50

**Salary + Fringe Benefits:**

\$26.50 + \$2.02725(FICA) + \$0.742(Workers' Compensation) + \$0.0025(Unemployment) = **\$29.34**

<b>Total per day per full-time SPO:</b> 7.75 hours per day x \$29.34 =	\$227.385
<b>Total salary per SPO per school year:</b> 185 days per school year x \$227.385 =	\$42,066.23
<b>Total amount for 7 full-time SPOs:</b> 7 full-time SPOs x \$42,066.23 =	\$294,463.58
<b>Training Costs (Range time, etc.):</b> \$7,436.52 training costs + \$294,463.58 =	\$301,900.10
<b>Equipment/Uniform costs:</b> \$10,500.00 equipment/uniform costs + \$301,900.10 =	\$312,400.10

**SCHOOL DISTRICT SPOs TOTAL OWED TO THE COUNTY = Approximately \$312,400.10**

100% reimbursed by the school.

**Oneida County Dept. Funding Recommendation:**

**Proposed funding sources (Federal\$/State\$/County\$):** Whitesboro Schools will reimburse 100% of the costs.

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A



**O.C. Department Staff Comments:** Whitesboro Schools will reimburse the Sheriff's Office for 100% of the cost of the Special Patrol Officers.

The cost is broken down as follows and the formula used will be the formula to determine each District's costs:

<b>SPO Hourly Rate:</b>	\$26.50
<b>FICA ( 7.65%):</b>	\$2.02725
<b>Unemployment Insurance (0.25%):</b>	\$0.0025
<b>Worker's Compensation (2.80%):</b>	+ \$0.742
<b>SPO Hourly Rate with Fringe Benefits:</b>	<b>\$29.34</b>

<b>Hourly pay rate</b>	\$29.34
<b>Hours per day for 1 SPO</b>	x 7.75
<b>Daily Payment for 1 SPO</b>	\$227.385
<b>Total days worked in year</b>	x 185
<b>Total salary per SPO per year</b>	\$42,066.23
<b>Number of SPOs in District</b>	x 7
<b>All SPO salaries in District</b>	\$294,463.58
<b>Training Costs (range time, etc.)</b>	+ \$7,436.5
<b>Equipment and uniform costs</b>	+ \$10,500.00
<b>Total to be paid by District</b>	<b>\$312,400.10</b>

**SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT  
BETWEEN  
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,  
and  
the WHITESBORO CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "COUNTY," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and Whitesboro Central School District, a political subdivision of the State of New York, with its principal offices located at 65 Oriskany Blvd. Suite 1, Whitesboro, NY 13492 hereinafter referred to as the "DISTRICT" ( each individually referred as a "PARTY" and collectively referred to as the "PARTIES").

**WITNESSETH**

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the District desires to engage the services of safety officers, known as Special Patrol Officers (hereinafter referred to as "SPOs"), as defined in NYS General Municipal Law §209-v, to provide a uniformed presence in the designated schools to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers to perform the duties of a County SPO which is detailed in the attached Exhibit A - Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the OCSO, the COUNTY, and the District agree as follows:

1. **Assignment of SPOs.**

The OCSO shall provide one (1) uniformed SPO to seven (7) of the District's schools, during the scheduled times which shall be established by mutual agreement between the OCSO and the District. The OCSO will use a rotating staff of 14 uniformed SPOs based off the availability of each SPO. The District will receive a maximum of 280 hours of service from the SPOs, collectively, per week. The OCSO agrees to have an SPO on site at all District campuses, each day that school is in session during the term of this Agreement as designated by the District (as defined below in Section 2.) The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued by the OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the SPO at the District.

2. **Term of Agreement.** The Term of this Agreement begins on September 1, 2022 and expires on August 31, 2023, without notice, unless terminated earlier as provided in this Agreement (the "Term.")

3. **Compensation.**

- a. **Basic Payment.** The County agrees to pay the SPO's an hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County.
- b. The hourly rate due from the District to the County, which includes the hourly rate of \$26.50 plus fringe benefits, for a total of \$29.34 per hour.
- c. The District shall be responsible for one hundred percent (100%) of the costs of the SPOs during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers' compensation, disability, and unemployment insurance. The District also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs.
- d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in pay rates by resolution of the County Board of Legislators. The new pay rates shall become effective upon the date specified by the County Board of Legislators. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of effective date of the pay rate change, and the Parties acknowledge that any future resolution of the County Board of Legislators changing the pay rates could include retroactive increases to pay the rates for which the District will be responsible, and that the same may be ratified after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due to the County, it shall be included in the next payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is ratified after the expiration of this Agreement.
- e. **Incidental and Unrelated Costs.** Incidental costs, such as ongoing training costs, shall be covered by the District.
- f. **Additional Hours.** Should the District, upon request of the principal or designee, wish to have any SPO present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional

hours with the OCSO designated supervisor as soon as the District is aware of a need for these additional hours.

- g. **Travel Costs.** In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
  - h. **Billing and Payment.** The OCSO shall submit an invoice for payment of the Agreement fee to the District on a monthly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the sum due in each invoice within seven (7) days of receipt to the County.
4. **Supervision of the SPOs.** The OCSO agrees to have a designated supervisor from OCSO responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the District with the principal or designee. The designated supervisor will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. **Duties of the SPOs.** The SPOs duties shall be as follows:
- a. Provide security and safety to the students, staff, and visitors that the SPO is patrolling to the best of their abilities.
  - b. Protect school property and maintain order in and around the school site.
  - c. Report violations of law.
  - d. Enforce New York State laws, rules and regulations.
  - e. Act as liaison with police and fire officials.
  - f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
  - g. Monitor persons entering the building or school grounds when in a position to do so.
  - h. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated supervisor. The OCSO shall then provide the District with a replacement SPO. The OCSO shall notify the principal or designee of that school of the replacement SPO.
  - i. Question individuals not having appropriate identification to ascertain his or her status and assess the risk of the individual(s) presence on District property and act accordingly.
  - j. When requested, the designated supervisor will participate in meetings with school officials, parents, or the District School Board to assist in developing policy and procedures concerning school safety.
  - k. The SPOs shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrests procedures of the OCSO.
  - l. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school; including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, physical harm to students, faculty, staff and authorized individuals on District property, and riots.

**6. Responsibilities of the OCSO.**

- a. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the OCSO will retain tactical control of all of the SPOs. SPOs shall reasonably relinquish criminal law enforcement actions and investigations, including but not limited to, interviews, searches, arrests, discovery of controlled substances, and possession/use of weapons to the Law Enforcement Division of the OCSO.
- b. The OCSO will provide SPOs who:
  - i. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
  - ii. Meet all education and experience requirements set forth by Oneida County and New York State.
- c. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- d. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- e. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

**7. District's Responsibilities. The District agrees to:**

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties;
- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- c. Provide the SPOs with full access to school facilities, personnel, and students;
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- e. Provide suitable accommodations at the main entrance of each school building;
- f. Evaluate the program and administer an annual assessment of the program;
- g. Make recommendations to the designated supervisor and program adjustments as appropriate;
- h. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. The District shall be responsible for dialing 911. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with the OCSO rules, regulations, policies, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate OCSO supervisory personnel and request their services for a police response;
- i. District shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District;
- j. District shall contact parents in the event of an emergency as per SPO's instructions;
- k. District shall ensure all windows, doorways and locks are kept clear and secure;
- l. District shall ensure all students, faculty, and staff are appropriately trained to handle emergency situations;

- m. District shall provide appropriate communications/alerts in the event of an emergency;
- n. District shall provide SPOs with a master key to all doors, as well as a map of the campus and surrounding property;
- o. District shall have a designated staff to call 911 immediately as an emergency arises;
- p. District shall be responsible for providing and maintaining security equipment to monitor the District campus including but not limited to: internal and external entry ways and exits.

**8. Confidentiality and Disclosure of Records.**

- a. Confidentiality. The County, OCSO, and the District agree that any personally identifiable information or information that may be considered sensitive exchanged is considered confidential and subject to provisions of Federal and New York State Law and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA,) New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- c. HIV-Related Information.
  - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
  - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:  
*"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. "*
- d. Child Abuse, Neglect, and Maltreatment. The OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

**9. Requirements of New York State Education Law Section 2-d.**

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII,") as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under this Agreement.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply

with the following express requirements of New York State Education Law Section 2-d(5), (e) &(f) (Chapter 56, Subpart L of the Laws of 2014,) as well as any implementing regulations and/or any data privacy policy adopted by the District:

- i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
  - iii. Except for authorized representatives of the third party contractor, necessary law enforcement and/or the District Attorney, to the extent they are carrying out the Agreement, not disclose any PII to any other party:
    1. Without prior written consent of the parent or eligible student; or
    2. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - iv. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and
- c. In accordance with Education Law §2-d (3), the Parents Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

**10. Resolution of Issues/Termination.**

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In that event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
- b. If programmatic issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.
- d. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(c) above.
- e. If this Agreement is terminated for any reason, the District will be provided with the necessary documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement. The necessary documents,

notes, memoranda and reports will be mutually agreed upon between the Parties before the disclosure of the documents, notes, memoranda and reports.

- f. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.
- g. The SPOS are prohibited from detaining or questioning students about their immigration status.
- h. The SPOs shall not take any action that would be considered student discipline. The SPO role is primarily providing for safety and security of all students, staff, and visitors. Any and all student disciplinary actions are delegated to District administration in accordance with New York Education Law § 2801-a(10). Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."
- i. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-a-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.

12. **Indemnification & Insurance.**

- a. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees, the County of Oneida, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the



County and/or the OCSO, its SPOs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

- c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury or death with regard to any property or persons.
13. **No Special Duty.** Nothing in this Agreement shall create a special duty to the District or to any third party, including, but not limited to, employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.
  14. **Suspension of Work.**
    - a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, and uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
    - b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event, such as the COVID-19 pandemic. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. **Notice.** All notices to the County should be sent to:

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

With a copy sent to OCSO at:

Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

All notices to the District should be sent to:

Whitesboro School District  
65 Oriskany Blvd. Suite 1  
Whitesboro, NY 13492

16. **Advice of Counsel.** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.
17. **Assignment.** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.

18. **Governing Law.** The 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 by a New York State Court of competent jurisdiction located within Oneida County, New York.
19. **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.
20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents Bill of Rights), Addenda A-2 (Model Notification of Rights under FERPA for Elementary and Secondary Schools), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

*[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.]*

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed as of the date below.

**For Oneida County**

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

\_\_\_\_\_  
Date

**For Whitesboro School District**

*Michael Head*  
\_\_\_\_\_  
Michael Head  
President, Board of Education

*11/18/22*  
\_\_\_\_\_  
Date

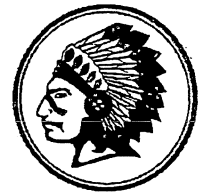
**Approved**

\_\_\_\_\_  
Kathleen A. Arcuri  
County Attorney

\_\_\_\_\_  
Date

# Whitesboro Central School District

Inspire—Cultivate—Empower



Alumni



Calendar



Directory



Contact



Staff  
Email



Student  
Email



## Parents Bill of Rights for Data Privacy and Security

### EXHIBIT 1

Pursuant to Education Law Section 2-d, BOCES and school districts are now required to publish, on their websites, a *Parents Bill of Rights for Data Privacy and Security* and include such information on every contract with a third party contractor whom receives student, teacher and/or principal data. Below, is the Whitesboro Central School District's *Bill of Rights for Data Privacy and Security*:

1. A student's personally identifiable information (PII) cannot be sold or released by the Whitesboro Central School District for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record, including any student data stored or maintained by the Whitesboro Central School District. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect any data in the student's educational record. The New York State Department of Education (NYSED) will develop policies and procedures pertaining to this right.
3. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or you may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints with the Whitesboro Central School District about possible privacy breaches of student data by the Whitesboro Central School District's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to Adam Cleveland, Director of Information & Instructional Technology, Whitesboro High School, 6000 State Route 291, Marcy, NY 13403; [pbor@wboro.org](mailto:pbor@wboro.org). Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).

For purposes of further ensuring confidentiality and security of student data — as well as the security of personally-identifiable teacher or principal data — the Parents' Bill of Rights (above) and the following supplemental information must be included in each contract that a school district or BOCES enters into with a third-party contractor with access to this information:

6. The exclusive purposes for which the student data, or teacher or principal data, will be used;
7. How the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
8. When the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
9. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
10. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

The Whitesboro Central School District maintains an inventory of all software and services utilized within the district that collect, store, or process student information. In order to make this information as easily accessible as possible to our community and comply with requirements outlined in law and regulation, we have posted our inventory and supplemental information related to the contracts for those products and services on our website. We will update the inventory periodically to reflect any changes in product or service usage. The information can be accessed at: <https://dpit.riconedpss.org/supplemental-information/02d9d2af98c045c102f7>

In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in the Regulations of the Commissioner. Accordingly, this Bill of Rights will be revised from time to time in accordance with further guidance received from the Chief Privacy Officer, the Commissioner of Education and NYSED.

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**Address** Whitesboro Central School District  
65 Oriskany Blvd. Suite 1  
Whitesboro, NY 13492

**Phone**  
315-266-3300

**Fax**  
315-768-9730

*Inspire - Cultivate - Empower*

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## ADDENDA A-1

# PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

**A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?**

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

**B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?**

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.



A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldnol.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is [coog@dos.ny.gov](mailto:coog@dos.ny.gov), and their telephone number is (518) 474-2518.

**C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information**

**1. What "educational agencies" are included in the requirements of Education Law §2-d?**

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
  - a public elementary or secondary school;
  - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
  - an approved provider of preschool special education services;
  - any other publicly funded pre-kindergarten program;
  - a school serving children in a special act school district as defined in Education Law 4001; or
  - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

**2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?**

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name<sup>1</sup>;

<sup>1</sup> Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

**3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?**

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

**4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?**

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

- PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

- However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

- This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

- NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at NYSED Student Data Elements, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
  - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
  - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

**5. Must additional elements be included in the Parents' Bill of Rights.?**

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
  - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

**6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?**

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

#### **7. What steps can and must be taken in the event of a breach of confidentiality or security?**

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

## **8. Data Security and Privacy Standards**

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

## **9. No Private Right of Action**

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

## ADDENDA A-2

### **Model Notification of Rights under FERPA for Elementary and Secondary Schools**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already



enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

# EXHIBIT A

Civil Division: Oneida County Government  
Jurisdictional Class: Competitive  
EEO Category: Protective Service: Sworn  
Revised: 09/10/15

## **SPECIAL PATROL OFFICER**

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

### **TYPICAL WORK ACTIVITIES:** (Illustrative Only)

Provides security by standing in and patrolling public buildings;  
Protects and guards the public and employees in the designated publicly-owned property;  
Physically restrains unruly individuals;  
Escorts law enforcement agents, juries and witnesses to and from the courtroom;  
Provides general information to visitors on premises ;  
Checks to insure that all necessary documents and identifications are in order;  
Safeguards public property;  
Provides assistance in emergency situations;  
Maintains and updates records as required;  
Prepares incident reports;  
Distributes and posts appropriate documents and materials.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...

**SPECIAL PATROL OFFICER**

page two

**MINIMUM QUALIFICATIONS:** Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

**NOTE:** In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

**SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS:** Special Patrol Offices may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12  
Revised: 06/29/12, 09/10/15

## **EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

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

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

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

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

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

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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

- 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).

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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.

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

January 25, 2023

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

FN 20 23-067

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

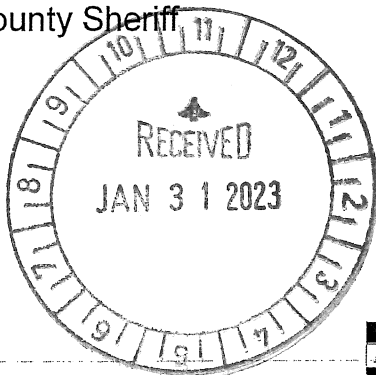
The Sheriff's Office is requesting approval of an amendment of a grant with the New York State Department of Criminal Justice Services, which will enable the Sheriff's Office to purchase Livescan equipment. This amendment is for \$45,000.00. The amended contract period begins January 1, 2023, and expires March 31, 2023.

If you find the enclosed amendment acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting date.

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

Sincerely,

Robert M. Maciol  
Oneida County Sheriff



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

Anthony J. Picente, Jr.  
County Executive

Date 1-27-23



**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

**Oneida Co. Department: Sheriff's Office**

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

\_\_\_\_\_  
\_\_\_\_\_  
    X    

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

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

**Title of Activity or Service:** Amendment to a grant for Livescan equipment

**Proposed Dates of Operation:** January 1, 2023 to March 31, 2023

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

This amendment to the grant will be used to maintain LiveScan equipment that was purchased in 2019.

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

To ensure the system is in proper working order.

**3) Program Design and Staffing**

N/A

**Total Funding Requested:** \$45,000.00

**Account # A3120.295**

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:** NA

**Past Performance Data:** NA

**O.C. Department Staff Comments:** NA

<p><b>STATE AGENCY</b>                  Division of Criminal Justice Services                  80 South Swan Street                  Albany, NY 12210</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> T662393                  (Contract Number)   <b>ORIGINATING AGENCY CODE:</b> 01490 - Division of Criminal Justice Services</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501-2939</p>	<p><b>TYPE OF PROGRAMS:</b> Livescan Equipment Program 2021  <b>DCJS NUMBERS:</b> CH20662393  <b>CFDA NUMBERS:</b> 16.554</p>
<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 01/01/2022 TO 12/31/2022  <b>FUNDING AMOUNT FROM INITIAL PERIOD:</b> \$45,000.00</p>	<p><b>AMENDED CONTRACT PERIOD:</b>                  FROM 01/01/2022 TO 03/31/2023  <b>FUNDING AMOUNT FROM AMENDED PERIOD:</b> \$45,000.00</p>
<p><b>TRANSACTION TYPE:</b> Amendment</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable): 0 1-year renewal options.</p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 156000460  <b>MUNICIPALITY NO:</b> (if applicable) 300100000000  <b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.  <b>CHARITIES REGISTRATION NUMBER:</b>                  _____                  (Enter number or Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b>  <input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement &amp; Program Specific Terms and Conditions  <input checked="" type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions  <input type="checkbox"/> APPENDIX B Budget  <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule  <input type="checkbox"/> APPENDIX D Program Workplan  <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment  <input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.</p>	
<p><b>NYS Division of Criminal Justice Services</b>                  BY: _____ Date: _____                  Office of Program Development and Funding  <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.  <b>GRANTEE:</b> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.                  BY: Hon. Anthony J. Plcente Jr., County Executive Date: _____</p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b>                  _____                  Title: _____                  Date: _____</p>	<p><b>APPROVED,</b>                  Thomas P. DiNapoli, State Comptroller                  _____                  Title: _____                  Date: _____</p>

**Award Contract**

**Project No.**

LS21-1015-E01

**Grantee Name**

Oneida County

12/01/2022

**NEW YORK STATE**

**DIVISION OF CRIMINAL JUSTICE SERVICES**

**GRANT CONTRACT**

**APPENDIX A-1**

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable, and

**WHEREAS**, the Contractor is ready, willing, and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract,

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STATE STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for the Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars, and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in this Appendix in Section V(C).

### C. Order of Precedence:

In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Program Workplan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section V(C) herein.

**G. Governing Law:** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause

requires otherwise.

**H. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by certified or registered United States mail, return receipt requested,

b) by facsimile transmission,

c) by personal delivery,

d) by expedited delivery services, or

e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Service performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions[1]:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.



[1 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

**V. Federally Funded Grants:** All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix A-2 (Federally Funded Grants Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix A-2 (Federally Funded Grants Special Conditions) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Contract shall be specified on the Face Page, unless terminated sooner as provided herein.

### B. Renewal:

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

### 2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

**C. Termination:****1. Grounds:**

- a) **Mutual Consent:** The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) **Cause:** The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.
- c) **Non-Responsibility:** In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) **Convenience:** The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) **Force Majeure:** The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

**2. Notice of Termination:**

- a) **Service of notice:** Written notice of termination shall be sent by:
- (i) personal messenger service, or
  - (ii) certified mail, return receipt requested and first class mail.
- b) **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery, or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

### **3. Effect of Notice and Termination on State's Payment Obligations:**

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

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

### **4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:**

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, as its option, require:

a) the repayment to the State of any monies previously paid to the Contractor, or

b) the return of any real property or equipment purchased under the terms of the Contract, or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

## **III. PAYMENT AND REPORTING**

### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

#### **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting) and Appendix D (Program Workplan).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

### C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable provisions of Appendix C (Payment and Reporting).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding, and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement provisions in Appendix C (Payment and Reporting), the Contractor shall comply with the following applicable provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Workplan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Workplan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Workplan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement[2]: Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement[3]: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement[4]: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement[5]: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting).

i) Fifth Quarter Payments[6]: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

*[2 - A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.]*

*[3 - Fee for Service is a rate established by the Contractor for a service or services rendered.]*

*[4 - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]*

*[5 - Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e., quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.]*

*[6 - Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.]*

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right to setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with

respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures, provided, however, that if the Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

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

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

**E. Refunds:** 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting) as applicable:

(i) *Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Program Workplan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported/patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Program Workplan).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting) and Appendix D (Program Workplan) as applicable:

(i) *Progress Reports:* The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Program Workplan). Progress reports shall be submitted in a format prescribed in the Contract.

(ii) *Final Progress Report:* Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Appendix C (Payment and Reporting) and Appendix D (Program Workplan) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Program Workplan) as applicable.

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.



2. The Contractor shall immediately notify in writing the program manager assigned to the Contractor of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

#### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

##### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

##### **B. Subcontractors:**

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

2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use of Material, Equipment, or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

**D. Property:** 1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State as its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract.

a) For cost-reimbursement contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### **E. Records and Audits:**

##### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements, itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed, and (ii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Appendix A-2 (Federally Funded Grants Special Conditions).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

## **G. Publicity:**

1. Publicity includes, but is not limited to: news conferences, new releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings, and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency, and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements, or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law

which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status,
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts,
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,
4. At the request of the State, the Comptroller shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein, and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants should be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) unemployment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State,
  - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended,
  - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project  
<https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp>

through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request, and

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

#### **L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. Any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency,
2. Any debts owed for UI contributions, interest, and/or penalties,
3. The history and results of any audit or investigation, and
4. Copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### **N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
  
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
  
4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:
  - a) to require updates or clarifications to the Questionnaire upon written request,
  
  - b) to inquire about information included in or required information omitted from the Questionnaire,
  
  - c) to require the Contractor to provide such information to the State within a reasonable timeframe, and
  
  - d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and
  
  - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.
  
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.
  
6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:
  - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or
  
  - b) the State's discovery of any material information which pertains to the Contractor's responsibility.
  
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard.



**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

**P. Consultant Disclosure Law:** [7] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

*[7 - Not applicable to not-for-profit entities.]*

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

**R. Admissibility of Reproduction of Contract:** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

## V. AGENCY SPECIFIC TERMS AND CONDITIONS

### A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E )(1), refunds shall be submitted to:

NYS Division of Criminal Justice Services

Office of Financial Services, Grants Unit

80 S. Swan St.

Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

## **B. Contractual Obligations**

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

## **C. Budget Amendments**

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

## **3. Grant Amendment Request (GAR) for Performance-Based Contracts**

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR

reallocation and/or extension request.

#### **D. Time and Effort Reporting**

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

#### **E. Space Rental**

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

#### **F. Employment of a Consultant**

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

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

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

#### **G. Procurement**

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

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:
  - a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
  - b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
  - c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.
  - d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.
4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one time before a committee who will certify the process, establishment of the methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.
5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

#### **H. Participation by Minority Group Members and Women with Respect to Grant Contracts: Requirements and Procedures (state-funded grants only)**

##### 1. General Provisions

- a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A

and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, with a value (1) in excess of \$25,000 labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

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

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

## 2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which is specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

## 3. Equal Employment Opportunity (EEO)

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

b) Contractor shall comply with the following provisions of Article 15-A:

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

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

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

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

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

d. The Contractor will include the provisions of Subdivisions (a.) through (c.) above and Paragraph (e.) of this Section 3, which provides for relevant provisions of the Human Rights Law in every subcontract, in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

#### d) Workforce Employment Utilization Report

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

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

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

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-

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

#### 4. MWBE Utilization Plan

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

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

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation

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

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and

ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are accessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

#### 8. M/WBE and EEO Policy Statement

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

##### a) M/WBE

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

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.

v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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

##### b) EEO

i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin,



sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

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

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

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

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

## **I. Equipment Inventory**

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

## **J. Accounting and Audits**

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not commingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
6. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

#### **K. Non-Compliance**

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

#### **L. Program Income**

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

#### **M. Lapsing Appropriations**

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

#### **N. Refunds**

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

## O. Limit on Overtime Earnings

If Appendix B makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

## P. Subawards/Subcontractor

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

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

\* Activities to be performed,

\* Time schedule,

\* Project policies,

\* Other policies and procedures to be followed,

\* Dollar limitation of the agreement,

\* Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Program Workplan) of the Contract, and

\* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

**Q. Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

**R. Delayed Implementation**

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

**S. Changes at the Discretion of DCJS**

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

**T. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

**U. SAFETNet**

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

## V. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: <http://www.its.ny.gov/tables/technologypolicyindex.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

## W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

## X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

## Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

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

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide

Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

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

Instructions for accessing and submitting crime reports through the IJPortal can be found at:  
[http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf).

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at:  
[http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5-08-08.pdf](http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf).

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

## **Z. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

## **AA. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP) must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcngntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

## **VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:**

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

### **Aid to Crime Labs Program**

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity to forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor that the subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

### **County Re-entry Task Force (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

### **Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

### **Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE guidance documents.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the NY SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop written protocols detailing established procedures to notify the NY SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

### **Motor Vehicle Theft and Insurance Fraud (MVTIF) Program**

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

### **New York State Defenders Association (NYSDA)**

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.



Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

10/31/19 VERSION II.

Certified by - on

**Award Contract****Project No.**

LS21-1015-E01

**Grantee Name**

Oneida County

12/01/2022

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**Federal Award Special Conditions Applicable to All Contractors - Section 1****1. Requirements of the award, remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized Contractor official.

Failure to comply with any one or more of these award requirements - whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable, taking appropriate action with respect to the Contractor and the award. Among other things, the OJP/OVW may withhold award funds, disallowing costs, or suspend or terminate the award. The U.S. Department of Justice ('DOJ'), including OJP/OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) 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 lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

## **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in the United States Code of Federal Regulations (CFR) found at C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the 'Part 200 Uniform Requirements') apply to this FY 20xx award from the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 20xx award supplements funds previously awarded by OJP/OVW under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 20xx award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ('subgrants'), see the OJP website at:

<https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Contractor must retain - typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies - and to which the Contractor must provide access, include performance measurement information in addition to the financial records, supporting documents, indicated at 2 C.F.R. 200.333. The Contractor agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final expenditure report or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

In the event that a grant related question arises from documents or other materials prepared or distributed by DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact DCJS promptly for clarification.

## **3. Compliance with DOJ Grants Financial Guide**

Reference to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the 'DOJ Grants Financial Guide' available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Contractor agrees to comply with the DOJ Grants Financial Guide.

## **4. Reclassification of various statutory provisions to a new Title 34 of the United State Code**

On September 2, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially to a new Title 34, entitled 'Crime Control and Law Enforcement'. The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34. This rule of construction specifically includes through award conditions, and references set out in other award requirements.

## 5. Requirements related to 'de minimis' indirect cost rate

A Contractor that is eligible under the Part 200 Uniform Requirements and other applicable laws to use the 'de minimis' indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the 'de minimis' indirect cost rate, must advise DCJS in writing to both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The 'de minimis' rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 6. Requirements related to System for Award Management and Universal Identifier

The Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Contractor's obligations related to SAM and to unique entity identifiers are posted on the OJP website at <https://ojp.gov/funding/Explore.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 7. Employment eligibility verification for hiring under the award

The Contractor must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the Contractor's obligations under this condition are posted on the OJP website at <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to DCJS, before award acceptance.

## 8. Requirements to report actual or imminent breach of personally identifiable information (PII)

The Contractor must have written procedures in place to respond in the event of an actual or imminent 'breach' (OMB M-17-12) if it (or a Subcontractor) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of 'personally identifiable information (PII)' (2 C.F.R. 200.79) within the scope of an OJP/OVW grant funded program or activity, or (2) uses or operates a 'Federal information system' (OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent

breach of PII to an OJP/OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### **9. All subawards ('subgrants') must have specific federal authorizations**

The Contractor must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a 'subaward' (and therefore does not consider a procurement 'contract').

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ('subgrants') must have specific federal authorization), and are incorporated by reference here.

#### **10. Specific post award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The Contractor must comply with all applicable requirements to obtain specific advance approvals to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently \$250,000). This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a procurement 'contract' (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

#### **11. Unreasonable restrictions on competition under the award, association with federal government**

No Contractor may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an 'associate of the federal government' (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the Contractor's obligations under this condition are posted on the OJP website at: <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award conditions: Unreasonable restrictions on competition under the award, association with federal government), and are incorporated by reference here.

#### **12. Requirements pertaining to prohibited conduct related to trafficking in persons (including requirements and OJP/OVW authority to terminate award)**

The Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as 'employees' of the Contractor.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website

<https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and on the OVW website <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by Contractors related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

### **13. Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Contractor must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at: <https://ojp.gov/funding/Explore/Interact-Minors.htm> and on the OVW website at <https://www.justice.gov/ovw/award-condition> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

### **14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The Contractor must comply with all applicable laws, regulations, policies and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of 'Postaward Requirements' in the '2015 DOJ Grants Financial Guide').

### **15. Training Guiding Principles**

Any training or training materials that the Contractor develops or delivers with these funds must adhere to the Training Guiding Principles for Grantees and Subgrantees, available at:

OJP - <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>

OVW - <https://www.justice.gov/ovw/grantees#Resources>

### **16. Effect of failure to address audit issues**

The Contractor understands and agrees that DCJS may withhold award funds, or may impose other related requirements, if (as determined by the DCJS or the DOJ awarding agency) the Contractor does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

<https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp>

**17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 54 which relates to nondiscrimination on the basis of sex in certain 'education programs'.

**19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations.

The text of the regulation, now entitled 'Partnerships with Faith-Based and Other Neighborhood Organizations', is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28- Judicial Administration, Chapter 1, Part 38, under e-CFR 'current' data.

**20. Restrictions on 'lobbying'**

In general, as a matter of federal law, federal funds awarded by OJP/OVW may not be used by the Contractor, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

(There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. For example, the Contractor may use OVW federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program).

Another federal law generally prohibits federal funds awarded by OJP/OVW from being used by the Contractor to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Contractor would or might fall within the scope of these prohibitions, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

## **21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 20xx)**

The Contractor must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various 'general provisions' in the Consolidated Appropriations Act, 20xx, are set out at: <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and on the OVW website <https://www.justice.gov/ovw/award-conditions> (Award conditions: General appropriations-law restrictions on use of federal award funds) and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

## **22. Reporting potential fraud, waste, and abuse, and similar misconduct**

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award - (1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530, (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at 800-869-4499 (phone) or 202-616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

## **23. Restrictions and certifications regarding non-disclosure agreements and related matters**

No Contractor under this grant or entity that receives a procurement contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this grant, the Contractor-

a. represents that it neither requires nor has required internal confidentiality agreement or statements for employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and



b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Contractor does or is authorized under this grant to make subgrants, procurement contracts, or both-

a. it represents that-

1) it has determined that no other entity that the Contractor's application proposes may or will receive grant funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to DCJS and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### **24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)**

The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

#### **25. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, 'Federal Leadership on Reducing Text Messaging While Driving', 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Contractors to adopt and enforce policies banning employees from texting while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 26. Consultant compensation rates

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, Contractors must submit to DCJS a detailed justification and have such justification approved by DCJS, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

## 27. Requirement for data on performance and effectiveness under the grant

The Contractor must collect and maintain data that measure the performance and effectiveness of work under this grant. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 28. Compliance with National Environmental Policy Act and related statutes

Upon request, the Contractor must assist DOJ Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the Contractor or by a subgrantee. Accordingly, the Contractor agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the Contractor agrees to contact BJA.

The Contractor understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Contractor, a subgrantee, or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

1. New construction;
  
2. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;
  
3. A renovation, lease, or any proposed use of a building or facility that will either
  - a. result in a change in its basic prior use or
  
  - b. significantly change its size;
  
4. Implementation of a new program involving the use of chemicals other than chemicals that are

- a. purchased as an incidental component of a funded activity and
- b. traditionally used, for example, in office, household, recreational, or education environments, and

5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Contractor understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Contractor further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Contractor's Existing Programs or Activities: For any of the Contractor's existing programs or activities that will be funded by these grant funds, the contractor, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

#### **29. FFATA reporting: Subawards and executive compensation**

DCJS must comply with applicable requirements to report Contractor awards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the Contractor. The details DCJS obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at: <https://ojp.gov/funding/Explore/FFATA.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### **Program-Specific Federal Award Conditions - Section 2**

30. The following terms and conditions apply only to the Contractors receiving federal funds under the identified program:

#### **Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) - Section 2.1**

*Justice Information Sharing* - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Contractor must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Contractor shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/fsp\\_grantcondition](https://it.ojp.gov/fsp_grantcondition). The Contractor shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide justification for why an alternative approach is recommended.

*Avoidance of duplication of networks* - To avoid duplication existing networks or information technology (IT) systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless

the Contractor can demonstrate to the satisfaction of DCJS that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

*Compliance with 28 C.F.R. Part 23* - With respect to any information technology system funded or supported by funds under this award, the Contractor must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Contractor may be fined as per 42 U.S.C. 3789g(c)-(d). The Contractor may not satisfy such a fine with federal funds.

*Protection of human research subjects* - Within 120 days of award acceptance, each current member of a law enforcement task force funded with grant funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this grant, or once every four years if multiple OJP grants include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If grant funds are used to support a task force, the Contractor must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's website and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

*Required attendance at BJA-sponsored events* - The Contractor must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

*Prohibition on use of award funds for match under BVP program* - JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

*Certification of body armor 'mandatory wear' policies* - The Contractor agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this grant have a written 'mandatory wear' policy in effect. This policy must be in place for at least all uniformed officers before any funds may be used by any agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

*Body armor - compliance with NIJ standards* - Ballistic-resistance and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiative.aspx>.

*Required data on law enforcement agency training* - Any law enforcement agency receiving funding from this JAG grant must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

*Prohibited Expenditures List* - Grant funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA.

The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

*Controlled expenditures - incident reporting* - If an agency uses grant funds to purchase or acquire any item on the Controlled Expenditure List as the time of purchase or acquisition, including at the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source, and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEequipment-WG-Final-Report.pdf>.

*Sale of items on Controlled Expenditure List* - Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with grant funds may be transferred or sold to the third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this grant.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this grant to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The Contractor must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with grant funds, and must abide by any applicable law (including regulations) in such disposal.

*Prohibited or controlled expenditures - Effect of failure to comply* - Failure to comply with a grant condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

*Controlled expenditures - Standards* - Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with grant funds must adopt robust and specific written policies and protocols governing General Policies Standards and Specific Controlled Equipment Standards. General Policing Standards include policies on (a) Community Policing, (b) Constitutional Policing, and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment, (b) Supervision of Use, (c) Effectiveness Evaluation, (d) Auditing and Accountability, and (e) Transparency and Notice Considerations. Upon OJP's request, the Contractor must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

*Use of funds for DNA testing, upload of DNA profiles* - If grant funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FIB) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Grant funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

*Investigations of Clandestine Methamphetamine Laboratories* - No monies from this award or the accompanying match may be obligated to support the investigations, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capacity to ensure compliance and monitor activities.

*Confidentiality of data* - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

**Paul Coverdell Forensic Sciences Improvement Grant (Coverdell) - Section 2.2**

*Generally Accepted Laboratory Practices* - The Contractor shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. External Investigations. The Contractor shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to process in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation. The Contractor shall ensure that for any sub-award it makes under this award, it will require in a legally-binding and enforceable writing, such as the sub-award documentation (for example, sub-award terms and conditions), that its subrecipient: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the sub-award funds, or 2) if not accredited, must use the sub-award funds to prepare and apply for accreditation. The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Forensic Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding that NIJ will consider to be acceptable documentation of accreditation. The Contractor is to contact the NIJ grant manager for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that NIJ determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient. The Contractor agrees to notify NIJ promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

*Use of Funds, No Research* - Funds provided under this award shall be used for the purposes and types of expenses set forth in the solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ grant manager prior to incurring the expense or commencing the activity in question.

Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test result to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the end of grant period), if applicable to the award, and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the award. Contractors are required to collect and report data relevant to these measures.

The Contractor understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The Contractor further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit. The Contractor understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The Contractor further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation. The Contractor understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The Contractor further understands and expended within ninety (90) days of the end of the award period must be returned to OJP.

The Contractor understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its methods of allocating fees receives for such services to program income. Notice must be provided in writing to the NIJ grant manager for the award within ten (10) business days of implementation of the change.

The Contractor acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes that Contractors (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The Contractor shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award, (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the Contractor shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the Contractor shall submit the required information as to any period not covered by prior reports as part of its final report. The Contractor understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

*Copyright, Data Right* - The Contractor acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or sub-award, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. 'Data' includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General). It is the responsibility of the Contractor (and of each subrecipient, if applicable) to ensure that this condition is included in any sub-award under this award. The Contractor has the responsibility to obtain from subrecipients and subcontractors (if any) all rights and data necessary to fulfill the Contractor's obligations to the Government under this award. If a proposed sub-recipient or subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

To assist in information sharing, the Contractor shall provide the NIJ grant manager with a copy of publications (including the prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the Contractor for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press release and newsletters - whether published at the Contractor's or government's expense, shall contain the following statement: 'This project was supported by Award No.\_\_\_\_, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.' This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

### **John R. Justice Prosecutors and Defenders Incentive Act - Section 2.3**

By accepting this award, the Contractor agrees to abide by and comport with all requirements, applicable definitions, and conditions of the authorizing statute (34 U.S.C. 10671) and any related regulations or other guidance promulgated by the Department of Justice.

Subawards using these funds shall be made to lending institutions holding qualifying loans and may not be made directly to an individual beneficiary. No JRJ funds may be applied to repay a loan described in 42 U.S.C. §3797cc-21(b)(3)(B).

Contractors agree to cooperate with BJA in requiring that all current fiscal year beneficiaries of JRJ funds execute the John R. Justice Student Loan Repayment Program (JRJLRP) Service Agreement, Secondary Service Agreements, as well as any addenda and associated documentation thereto. As part of this responsibility, Contractors will be required, on a schedule to be determined by BJA, to both: (1) collect said documentation for each individual JRJ beneficiary in their State, and (2) submit to BJA the compiled record of all documents collected under sub. (1) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

In selecting individual beneficiaries, Contractors agree to give priority consideration to those individuals who have an ongoing John R. Justice Loan Repayment Program (JRJLRP) Service Agreement obligation at the time of selection. The Contractor will only re-select individuals whom the Contractor reasonably believes will continue to maintain their eligibility to receive JRJ benefits.

Contractors agree to cooperate with BJA by annually assessing, through engagement with prosecutor and public defender offices, the impact of the John R. Justice Grant Program on the recruitment and retention of prosecutors and public defenders in the state or territory. This may be accomplished qualitatively, through surveys, leader interviews, a focus group or other methods. As part of their responsibility, Contractors will be required, on a schedule to be determined by BJA, to submit to BJA a copy of the impact assessment(s) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

*Confidentiality of data* - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

The Contractor agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 awarded by the Bureau of Justice Assistance, the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.' The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

#### **National Criminal History Improvement Program (NCHIP) & NICS Act Record Improvement Program (NARIP) - Section 2.4**

Contractor agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard. 'Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information' (ANSI/NIST-ITL 1-2007 Part I) and other reporting standards of the FBI.

Contractor agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

Protective order systems developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the Contractor must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;



- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio-visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) cost of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators, and
- 14) any other costs associated with the event.

The Contractor must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported. Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (A Contractor may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

The value or amount of any 'non-federal share', 'match', or cost-sharing contribution incorporated into the OJP OCFO-approved budget for this award is part of the 'project cost' for purposes of the Part 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as 'match' or through 'cost-sharing'.

#### **Residential Substance Abuse Treatment for State Prisoners (RSAT) - Section 2.5**

The Contractor agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component

of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at any agency with a Certified SES Performance Appraisal System for that year. (A Contractor may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### **Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA) - Section 2.6**

#### **Sexual Assault Services Formula Program (SASP) - Special Conditions of SASP Awards - Section 2.6.1**

*Use of funds for direct intervention and related assistance* - The Contractor agrees that funds will only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.

#### **Violence Against Women Formula Grant (VAWA) - Special Conditions for VAWA Awards - Section 2.6.2**

*Ongoing compliance with statutory certifications* - The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. §10449(e) (regarding judicial notification), 34 U.S.C. §10450 (regarding certain fees and costs), and 34 U.S.C. §10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

*Requirements for Contractors providing legal assistance* - The Contractor agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide, (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim services provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials, (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Contractor also agrees to ensure that any subrecipient ('subgrantee') at any tier will comply with this condition.

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence.

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award

condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

**Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA) - Conditions Applicable to both SASP & VAWA Awards - Section 2.6.3**

*Availability of general terms and conditions on OVW website* - The Contractor agrees to follow the applicable set of general terms and conditions that are available at: <https://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

*Compliance with statutory and regulatory requirements* - The Contractor agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

*VAWA 2013 nondiscrimination condition* - The Contractor acknowledges that 34 U.S.C. §12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discrimination against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipient ('subgrantees') at any tier will comply with this provision.

*Misuse of award funds* - The Contractor understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

*Confidentiality and information sharing* - The Contractor agrees to comply with the provisions of 34 U.S.C. §12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and 'Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. §12291(b)(2))' on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs.grantees>. The recipient also agrees to ensure that all subrecipients ('subgrantees') at any tier meet these requirements.

*Activities that compromise victim safety and recovery or undermine offender accountability* - The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims, project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing, or any other activities outlined in the solicitation under which the approved application was submitted.

*Subcontractor product monitoring* - The Contractor agrees to monitor subcontractors to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

*Copyrighted works* - Pursuant to 2 C.F.R. 200.315(b), the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Contractor, for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work, or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Contractor (and of each subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

*Publication disclaimer* - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: 'This project was supported by Grant No. awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice.' The Contractor also agrees to ensure that any subrecipient at any tier will comply with this condition.

*Publication disclaimer for SAS Formula subrecipients and VAWA Stop Formula* - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: 'This project was supported by Subgrant No. awarded by the state administering office of the Office on Violence Against Women, U.S. Department of Justice's SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice.'

*Contractor program income* - Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without the prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, Contractors must seek approval from DCJS prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by DCJS must be reported by the Contractor to DCJS so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases and decreases) during the project period, DCJS must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both DCJS and the Contractor.

### **Coronavirus Emergency Supplemental Funding Program (CESF) - Section 2.7**

The 'Emergency Appropriations for Coronavirus Health Response and Agency Operations' law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

*Justice Information Sharing* - Recipients are encouraged to comply any information-sharing projects under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document approaches to information sharing and describe compliance with GSP and appropriate privacy policy that protects shared information.

*Avoidance of duplication of networks* - To avoid duplicating existing networks or IT systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

*Expenditure requiring prior approval* - No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

Nothing in the award special conditions shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to 'supplant' State or local funds.

*Use of funds for DNA testing, upload of DNA profiles* - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

*Body armor - compliance with NIJ standards and other requirements* - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiatives.aspx>.

#### **Victims of Crime Act (VOCA) awards - Section 2.8**

The recipient, and any subrecipient ('subgrantee') at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO) and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

#### **VOCA Requirements**

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 201.03(a)(2) and (b)(1) and (2)(and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victims assistance 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

## Demographic Data

The recipient assures that its subrecipient will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

## Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

The recipient agrees to submit (and, as necessary, require subrecipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funds will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY2017 are available until the end of FY 2020).

Certified by - on

**Award Contract****Project No.**

LS21-1015-E01

**Grantee Name**

Oneida County

12/01/2022

**APPENDIX C, PAYMENT AND REPORTING****III. Payment and Reporting Provisions****For All Grantees:**

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in Appenix D. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

NYS Division of Criminal Justice Services

Office of Financial Services, Grants Unit

80 So. Swan St.

Albany, NY 12210

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Certified by - on



Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara



*Sheriff Robert M. Maciol*

January 25, 2023

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

FN 20 23 - 068

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

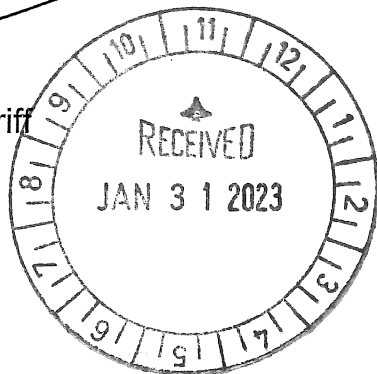
The Sheriff's Office was recently awarded a grant from the New York State Governor's Traffic Safety Committee in the amount of \$11,600.00. I am requesting approval of this grant contract.

The grant begins 10/01/2022 and ends 9/30/2023. There are no County dollars in this contract. The goal of this grant is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes.

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

Sincerely,

Robert M. Maciol  
Oneida County Sheriff



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

Anthony J. Picente, Jr.  
County Executive

Date 1-27-23



**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

**Oneida Co. Department: Sheriff's Office**

**Competing Proposal**

**Only Respondent**

**Sole Source RFP**

**Other**

\_\_\_\_\_  
\_\_\_\_\_  
  X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** NYS Governor's Traffic Safety Committee  
6 Empire State Plaza  
Albany, NY 12228

**Title of Activity or Service:** Grant for police traffic services

**Proposed Dates of Operation:** October 1, 2022 to September 30, 2023

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

This grant will be used to help increase safety on the road and increase seatbelt usage and reduce dangerous driving behaviors.

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

To ensure drivers stay safe on the roads.

**3) Program Design and Staffing**

N/A

**Total Funding Requested:** \$11,600.00

**Account # A1526**

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:** NA

**Past Performance Data:** NA

**O.C. Department Staff Comments:** NA

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>STATE AGENCY (Name &amp; Address):</b></p> <p>New York State Governor's Traffic Safety Committee          6 Empire State Plaza, Room 410B          Albany, NY 12228</p>	<p><b>BUSINESS UNIT/DEPT. ID:</b> DMV01/3700393</p> <p><b>CONTRACT NUMBER:</b> T007010</p> <p><b>CONTRACT TYPE:</b></p> <p><input type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p>ONEIDA COUNTY OF</p>	<p><b>TRANSACTION TYPE:</b></p> <p><input checked="" type="checkbox"/> New  <input type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p><b>CONTRACTOR DOS INCORPORATED NAME:</b></p>	<p><b>PROJECT NAME:</b></p> <p>Police Traffic Services - PTS</p>
<p><b>CONTRACTOR IDENTIFICATION NUMBERS:</b></p> <p>NYS Vendor ID Number: 1000002595          Federal Tax ID Number: 156000460          DUNS Number (if applicable): 010781409</p>	<p><b>AGENCY IDENTIFIER:</b></p> <p>PTS-2023-Oneida Co SO -00027-(033)</p> <p><b>CFDA NUMBER (Federally Funded Grants Only):</b>          20.600</p>
<p><b>CONTRACTOR PRIMARY MAILING ADDRESS:</b></p> <p>800 PARK AVE          UTICA, NY 13501</p> <p><b>CONTRACTOR PAYMENT ADDRESS:</b></p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>800 PARK AVE          UTICA, NY 13501</p> <p><b>CONTRACT MAILING ADDRESS:</b></p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>6065 JUDD ROAD          ORISKANY, NY 13424</p>	<p><b>CONTRACTOR STATUS:</b></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><b>Charities Registration Number:</b></p> <p><b>Exemption Status/Code:</b></p> <p><input type="checkbox"/> Sectarian Entity</p>

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b> From: 10/01/2022      To: 09/30/2023</p> <p><b>CURRENT CONTRACT PERIOD:</b> From: 10/01/2022      To: 09/30/2023</p> <p><b>AMENDED TERM:</b> From:                      To:</p> <p><b>AMENDED PERIOD:</b> From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT:</b> <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT:    \$11,600</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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**FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:**  
(Out years represent projected funding amounts)

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

**ATTACHMENTS PART OF THIS AGREEMENT:**

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

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.



**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup> As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

To the extent that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

### **B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

### **2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
- (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

**3. *Effect of Notice and Termination on State's Payment Obligations:***

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

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

**4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.



#### **D. Identifying Information and Privacy Notification:**

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

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

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

## **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash

disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such



manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P 08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S 08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S 08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
  - a) to require updates or clarifications to the Questionnaire upon written request;
  - b) to inquire about information included in or required information omitted from the Questionnaire;
  - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
  - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
  - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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<sup>9</sup> Not applicable to not-for-profit entities.

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

**ATTACHMENT A-1**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**

**DATE OF PROJECT** - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

**GRANT MODIFICATIONS** - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered / purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**PAYMENTS** - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachment section of the claim by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. All contractors, prior to initiating project activity, must read the GTSC's Claim for Payment Instruction Guide.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

**REPORTING** - The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for the Police Traffic Services grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 18, 2023, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

**MONITORING** - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one-year period.

**Executive Order No. 177, Prohibiting State Contracts that Support Discrimination** – The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.



**ATTACHMENT A-1**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

**ADMISSIBILITY OF REPRODUCTION OF CONTRACT** - Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Notices to the Contractor shall be addressed to:

Neil Larrivey  
Lieutenant  
Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, NY 13424-4218

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee  
Attn: Program Manager  
6 Empire State Plaza, Room 410B  
Albany, NY 12228

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:**

The contractor must provide occupant protection roll-call video training to all patrol officers working on grant related activities. For a copy of the video, contact the Governor's Traffic Safety Committee.

Participation in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign, grant funding can **only** be used to conduct occupant restraint enforcement.

Contractors are expected to enforce seat belt and child restraint laws throughout the grant cycle.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- seat belt and child restraint violations
- speeding violations
- aggressive driving violations
- distracted driving violations
- No Empty Chair enforcement initiatives (all five days of enforcement campaign)
- pedestrian safety violations
- motorcycle safety violations
- passing stopped school buses violations and Operation Safe Stop participation
- participation in other special enforcement campaigns identified by the GTSC.
- routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may **NOT** be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details (with the exception of the last day of the No Empty Chair enforcement initiative)
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

**End of Attachment A-1 - Program Specific Terms and Conditions**

**ATTACHMENT A-2**  
**FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

**FEDERAL POLICY** – Policies and procedures of the following federal regulations may be applicable:

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

**NONDISCRIMINATION**

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

## **POLITICAL ACTIVITY (HATCH ACT)**

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

### **Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.



8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**End of Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws**

**ATTACHMENT B-1  
EXPENDITURE BASED BUDGET  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS

**CONTRACTOR SFS PAYEE NAME:** ONEIDA COUNTY OF

**CONTRACT PERIOD:** From: 10/01/2022  
To: 09/30/2023

**Personal Services:**

Number of Seat Belt Mobilization Enforcement Hours (During May 22 through June 4), and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
60	\$40.00	\$2,400.00

Number of regular PTS Enforcement Hours and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
230	\$40.00	\$9,200.00

<sup>1</sup>Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar. However, agency must request reimbursement for actual officer pay rates. GTSC does not reimburse fringe benefits costs on overtime.

**Other Than Personal Services**

Other costs must be related to grant activity. Each item must be listed separately and justified, or it will not be considered for funding.

Item	Justification	Item Cost

**Total Other Than Personal Services:** \$0.00

**Total Funding Request:** \$11,600.00

**ATTACHMENT C  
WORK PLAN  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS

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**CONTRACTOR SFS PAYEE NAME:** ONEIDA COUNTY OF

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**CONTRACT PERIOD:** From: 10/01/2022

To: 09/30/2023

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**General:**

Police Traffic Services (PTS) grants are intended to provide funding for supplemental, overtime enforcement hours to police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” Campaign:**

Buckle Up New York (BUNY), “Click It or Ticket (CIOT)”, is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization that will take place May 22 – June 4, 2023. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization.

**Regular PTS Enforcement:**

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency’s crash reduction goals.

**CLICK IT OR TICKET**

Buckle Up New York (BUNY), "Click It or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

**Lack of participation in the required Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.**

**No other enforcement activities will be funded during the two-week mobilization period.**

1. This agency will participate in the Click It or Ticket seat belt enforcement mobilization that will take place May 22 – June 4, 2023.
2. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization progress report by June 18, 2023—two weeks after conclusion of the Click It or Ticket mobilization.
3. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization claim for payment by July 5, 2023.
4. How many dedicated seat belt details does your agency plan to staff during the Click It or Ticket enforcement period? **2**

a. Which of the following enforcement strategies will your agency employ?

Check all that apply: Checkpoints  Roving patrols  Bicycle patrols

Other  Please explain:

5. This agency will plan inter-agency enforcement details: Yes  No

If yes, list at least one partner agency:

**New York State Police**

6. This agency will conduct a pre- or post-mobilization seat belt compliance survey: Yes  No
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:  
Yes  No
8. In the space below, provide additional information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.

**This agency will participate in at least one multi-agency road Checks during the enforcement mobilization. We will also conduct several of our own Road Checks throughout the County. We will invite all of the Agencies in the area of each Road Check to participate with us. We will contact the NYSP, Town of Kirkland Police Department and the Town of New Hartford Police Department and arrange at least one seat belt safety checkpoints during the May mobilization with one, two or all three of these Agencies.**

**Earned media** refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. **Media kits are available on line at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>**

9. This agency will conduct earned media efforts prior to or during the 2023 Click It or Ticket enforcement mobilization Yes  No

List outreach:

**Sheriff Maciol will reach out to local news outlets and social media prior to mobilization**

10. Conduct occupant protection roll-call video training for all patrol officers working on grant related activities. For a copy of the video, contact the Governor's Traffic Safety Committee.

YES, we will incorporate this

**End of Click It or Ticket Work Plan**

## **REGULAR PTS**

1. Please name/identify specific locations where crashes are occurring in your jurisdiction. (If multiple, please list your top 3 locations). Provide details.
  - Location 1** State Route 365 from the City of Rome to the City of Oneida. This rural four-lane highway sees heavy traffic throughout the day and is the scene of several motor vehicle accidents due to excessive speed, following too close and failure to yield right of way especially at the intersection of Route 365 and Blackmans Corners Road. Crash data supports this location. 57 total accidents occurred on this stretch of highway with 30% resulting in PI and <1% resulting in a fatal.
  - Location 2** State Route 49 from the City of Utica to the City of Rome. This rural four-lane highway sees moderate to heavy traffic throughout the day and is the scene of several motor vehicle accidents due to excessive speed and following too close. Crash data supports this location. 54 total accidents occurred on this stretch of highway with 13% resulting in PI and 0% resulting in a fatal.
  - Location 3** State Route 69 from the City of Rome to the Village of Camden. This rural two-lane highway sees moderate traffic throughout the day and is the scene of several motor vehicle accidents due to excessive speed. Crash data supports this location. 56 total accidents occurred on this stretch of highway with 5% resulting in PI and 0% resulting in a fatal.
2. What is/are the primary contributing factor(s) causing these crashes? Provide crash data.
  - Location 1** Following Too Close - 30% / Excessive speed - 25% / Fail to Yield ROW - 12%
  - Location 2** Excessive Speed - 28% / Following Too Close - 11%
  - Location 3** Excessive speed - 11% / Fail to Yield ROW - 8%
3. When are these crashes occurring (time of day, day of week and/or month(s) of year)? Provide crash data.
  - Location 1** Wednesdays, Fridays and Saturdays between the hours of 6:00 am and 7:00 pm account for 42% of all accidents at this location.
  - Location 2** Tuesdays, Wednesdays and Fridays between the hours of 6:00 am and 1:00 pm account for 44% of all accidents at this location.
  - Location 3** Fridays, Saturdays, Sundays and Mondays between the hours of 6:00 am and 9:00 pm account for 36% of all accidents at this location.
4. Enforcement Strategy: How will you deploy agency resources to address this problem? Provide details.
  - Location 1** High visibility marked police presence along with speed enforcement through the use of moving radar as well as fixed lidar equipment. Stationary patrols to monitor traffic control violations. Overtime blocks will be randomly deployed between the hours of 6am and 7pm.
  - Location 2** High visibility marked police presence along with speed enforcement through the use of moving radar as well as fixed lidar equipment. Stationary patrols to monitor traffic control violations. Overtime blocks will be randomly deployed between the hours of 6am and 11pm.
  - Location 3** High visibility marked police presence along with speed enforcement through the use of moving radar as well as fixed lidar equipment. Stationary patrols to monitor traffic control violations. Overtime blocks will be randomly deployed between the hours of 6am and 9pm.
5. The overarching mission of the PTS grant program is to reduce personal injury and fatal crashes. Provide your agency's crash reduction goal in percentage or total number.
  - Location 1** Reduction of crashes in this area by 10% during June, July & August
  - Location 2** Reduction of crashes in this area by 10% during June, July & August
  - Location 3** Reduction of crashes in this area by 10% during June, July & August

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR;

TSSR;

TraCS;

Agency Data;

Other:

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

**Distracted Driver Campaigns;**

**Operation Safe Stop;**

**No Empty Chair;**

**Pedestrian Safety Enforcement Mobilization;**

**Speed Awareness Enforcement Mobilization;**

**Regional or multi-agency enforcement waves that support GTSC goals** (must not be an impaired wave (with the exception of the last day of the No Empty Chair enforcement initiative), commercial motor vehicle inspection or motorcycle only checkpoint.)

**End of Regular PTS Work Plan**

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment, Initial Payment and Recoupment Language (if applicable):**

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*)

Quarterly Reimbursement

Due Date 1/30/2023, 04/30/2023, 07/30/2023 and 10/30/2023

Monthly Reimbursement

Due Date \_\_\_\_\_

Biannual Reimbursement

Due Date \_\_\_\_\_

Fee for Service Reimbursement

Due Date \_\_\_\_\_



- Rate Based Reimbursement  
Due Date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due Date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due Date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due Date/Frequency \_\_\_\_\_
- Interim Reimbursement as Requested by Contractor \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report  
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report  
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)<sup>1</sup>  
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

## **B. Progress-Based Reports**

### **1. Progress Reports**

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

### **2. Final Progress Report**

Final scheduled payment will not be due until \_\_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.



### III. SPECIAL PAYMENT AND REPORTING PROVISIONS

#### **Claims for Reimbursement:**

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachments section of the claim by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. All contractors, prior to initiating project activity, must read the GTSC's Claim for Payment Instruction Guide.

#### **Reports:**

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for the Police Traffic Services grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 18, 2023, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

#### **End of Attachment D - Payment and Reporting Schedule**

## CONTRACT INSTRUCTIONS

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The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to [GTSCContracts@dmv.ny.gov](mailto:GTSCContracts@dmv.ny.gov).
4. The Signature page with the original "wet" signatures must be mailed to:  
New York State Governor's Traffic Safety Committee  
Attn: Contract Coordinator  
6 Empire State Plaza, Room 410  
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

### **Authorized Representative:**

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

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Signature page follows on next page.

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

**CONTRACTOR:**

ONEIDA COUNTY OF

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE AGENCY:**

New York State Governor's Traffic Safety Committee

By: \_\_\_\_\_

Mary Arthur

Printed Name

Title: Program Manager

Date: \_\_\_\_\_

**STATE OF NEW YORK**

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

**ATTORNEY GENERAL'S SIGNATURE**

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Michael A. Coluzza  
Chief Assistant District Attorney

Grant J. Garramone  
Executive Administrative Assistant

Laurie Lisi  
Todd C. Carville  
Sarah F. DeMellier  
William J. Barry III  
Stephanie N. Singe  
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

FN 20 23-069

January 20, 2023

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

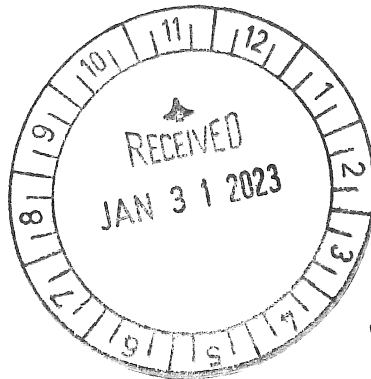
Enclosed is the proposed Anti-Violence Initiative grant award which the New York State Division of Criminal Justice Services has been awarded to our office in the amount of \$50,000. Funds will be used by the District Attorney's office to support local non-profit organizations do their work in preventing violence before it happens.

The grant period is from April 1, 2022, through March 31, 2023. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval. Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

SDM/kn  
Enc.



Sincerely,

*Scott D. McNamara*  
Scott D. McNamara  
Oneida County District Attorney

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

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

Date 1-22-23



Oneida Co. Department: District Attorney

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

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

**Title of Activity or Service:** Anti-Violence Initiative Grant Program

**Proposed Dates of Operation:** 04/01/2022 – 03/31/2023

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

**Summary Statements**

**1) Narrative Description of Proposed Services:**

Funds will be used by the District Attorney's office to support local anti-violence community organizations to prevent violence before it happens.

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

Coordinate with local anti-violence non-profit organizations and provide them funding so that they can meet their program goals.

**3) Program Design and Staffing**

**Total Funding Requested:** \$50,000

**Account A1165.1951**

**Oneida County Dept. Funding Recommendation:** \$50,000

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

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):                  Division of Criminal Justice Services                   Alfred E. Smith Building                  80 S. Swan St.                  Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: DCJ01                  CONTRACT NUMBER: DCJ01-T00568GG-1090000                  CONTRACT TYPE:  <input type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:                  ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE:  <input checked="" type="checkbox"/> New  <input type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:                  ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE</p>	<p>PROJECT NAME:                  Oneida County DA Anti-Violence Initiative</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:                   NYS Vendor ID Number: 1000002595                  Federal Tax ID Number: 156000460                  DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:                   CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:                  800 PARK AVE                  UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:  <input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code:  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:                   Exemption State/Code:   <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DCJ01-T00568GG-1090000

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 04/01/2022                      To: 03/31/2023</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 04/01/2022                      To: 03/31/2023</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT:            \$50,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State</p> <p><input type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*

(Out years represents projected funding amounts)

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

Contract Number: # DCJ01-T00568GG-1090000

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:  A-1 Program Specific Terms and Conditions  
 A-2 Federally Funded Grants
- Attachment B:  B-1 Expenditure Based Budget  
 B-2 Performance Based Budget  
 B-3 Capital Budget  
 B-4 Net Deficit Budget  
 B-1 (A) Expenditure Based Budget (Amendment)  
 B-2 (A) Performance Based Budget (Amendment)  
 B-3 (A) Capital Budget (Amendment)  
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:  
ONEIDA COUNTY OF

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Division of Criminal Justice Services

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: # DCJ01-T00568GG-1090000

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes:*** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).  
Contract Number: # DCJ01-T00568GG-1090000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the



Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## C. Termination:

### 1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### 2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

**3. *Effect of Notice and Termination on State's Payment Obligations:***

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

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

**4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.



h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments.<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).



**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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<sup>9</sup> Not applicable to not-for-profit entities.

## ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

### 1. Designees

- A. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)  
Office of Program Development and Funding  
80 S. Swan St.  
Albany, NY 12210

- B. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1)(2), refunds shall be submitted to:

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

- C. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Master Grant Contract.

### 2. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

### 3. Budget Amendments

Budget amendments for expenditure based contracts are governed in accordance with Section I.B of the Master Grant Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

- A. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.
- B. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

### **C. Grant Amendment Requests (GAR) for Performance-Based Contracts**

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

#### **4. Time and Effort Reporting**

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

#### **5. Space Rental**

Space rental provided by this Master Grant Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

#### **6. Employment of a Consultant**

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization



## ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

- A. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.
- B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in paragraph #7 of this attachment.
- C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.
- D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

### 7. Procurement

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

- A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
- B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

## ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

- C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.
- D. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.
- E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

### **8. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)**

#### **A. General Provisions**

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

## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

2. The Contractor to the subject Master Grant Contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBES). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.
3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section G of this Attachment or enforcement proceedings as allowed by the Master Grant Contract.

### **B. Contract Goals**

1. For purposes of this Master Grant Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Master Grant Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.
2. For purposes of providing meaningful participation by MWBEs on the Master Grant Contract and achieving the Contract Goals established in the Master Grant Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address:  
<https://ny.newnycontracts.com/> Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Master Grant Contract.
3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Master Grant Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Master Grant Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

### **C. Equal Employment Opportunity (EEO)**

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

## ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

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

- a) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- b) The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:
  - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Master Grant Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of this Section 1.C., which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Master Grant Contract.

### 3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Master Grant Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete

## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Master Grant Contract.

4. Workforce Employment Utilization Report
  - a) If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Master Grant Contract, for the purpose of reporting the actual workforce utilized in the performance of the Master Grant Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
  - b) Separate forms shall be completed by Contractor and any Subcontractor performing work on the Master Grant Contract.
  - c) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Master Grant Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Master Grant Contract.
5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

### **MWBE Utilization Plan**

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Master Grant Contract.
2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Master Grant Contract pursuant to the prescribed MWBE goals set forth in the Master Grant Contract workplan.

## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Master Grant Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

### **D. Waivers**

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Master Grant Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Master Grant Contract Goals.

### **E. MWBE Subcontractor Utilization Quarterly Report**

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Master Grant Contract documenting the progress made towards achievement of the MWBE goals of the Master Grant Contract.

### **F. Liquidated Damages – MWBE Participation**

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Master Grant Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.
2. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - a) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - b) All sums actually paid to MWBEs for work performed or materials supplied under the Master Grant Contract.

## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

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

### **G. M/WBE AND EEO Policy Statement**

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

#### **M/WBE**

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

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
2. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
4. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
5. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
6. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

#### **EEO**

1. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities

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without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

2. This organization shall state in all solicitation or advertisements for employees that in the performance of the Master Grant Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.
3. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
4. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
5. This organization will include the provisions of sections (1.) through (4.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Master Grant Contract.

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

### 9. **Equipment Inventory**

Applicable equipment purchased with funds provided by this Master Grant Contract as listed in Attachment B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.



## ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

### 10. Accounting and Audits

- A. Grant funds may be expended only for purposes and activities set forth in this Master Grant Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
- B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
- C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.
- D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
- E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
- F. This Master Grant Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Master Grant Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Master Grant Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

### 11. Non-Compliance

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

## ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

### 12. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment C. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

### 13. Lapsing Appropriations

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

### 14. Refunds

If at the end of this Master Grant Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section 2.B of this attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

### 15. Limit on Overtime Earnings

If Attachment B-1, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Master Grant Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

### 16. Subawards/Subcontractors

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

If this Master Grant Contract makes provisions for the Contractor to subgrant funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Master Grant Contract. The Contractor

## ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the agreement;
- Master Grant Contract for Grants - Standard Terms and Conditions, Attachment A-1, Attachment A-2 (if applicable), Attachment D and any special conditions set forth in the Master Grant Contract; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Master Grant Contract and with the financial plan set forth in Attachment B-1 or B-2.

### 17. **Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Master Grant Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Master Grant Contract, DCJS may use any said material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Master Grant Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program

## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

### **18. Delayed Implementation**

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

### **19. Changes at the Discretion of DCJS**

This Master Grant Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

### **20. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

### **21. SAFETNet**

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

### **22. Compliance with New York State Policies and Standards**

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Master Grant Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at:

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<http://www.its.ny.gov/tables/technologypolicyindex.htm/security>

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Master Grant Contract shall comply with established DCJS standards as outlined in the following documents:

- A. New York State Criminal Justice Electronic Biometric Transmission Standard
- B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
- C. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://www.criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

### **23. IJPortal**

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

### **24. DCJSContact Directory**

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

### **25. Incident-Based Reporting (IBR)/UCR Data Entry Interface**

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

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

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

Instructions for accessing and submitting crime reports through the IJPortal can be found at: [http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf)

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at:

[http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5-08-08.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf) . Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

### **26. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: "This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services."

### **27. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention

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training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcmtgrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

28. The following terms and conditions apply only to the Contractors receiving funds under the identified program:

### **Aid to Crime Labs Program**

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or sub-contractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a sub-contractor that the sub-contractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the sub-contractor and to agree that all of the sub-contractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity of forensic results committed by employees of the sub-contractor. The contractor further agrees to require as a part of any agreement with a sub-contractor that the sub-contractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

### **County Re-entry Task Forces (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by sub-contractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the contract with the Contractor.

### **Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

### **Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Initiative Request for Applications (RFA).

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.



## **ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS**

Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

### **Motor Vehicle Theft and Insurance Fraud (MVTIF) Program**

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

### **New York State Defenders' Association (NYSDA)**

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring.

The parties to this Master Grant Contract, understand that nothing in this Master Grant Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Master Grant Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt.1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET**

**SUMMARY**

PROJECT NAME: Oneida County DA Anti-Violence Initiative

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2022

To: 03/31/2023

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$5,000.00	\$0.00	0 %	\$0.00	\$5,000.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$5,000.00	\$0.00	0 %	\$0.00	\$5,000.00
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel	\$7,500.00	\$0.00	0 %	\$0.00	\$7,500.00
c) Equipment	\$12,500.00	\$0.00	0 %	\$0.00	\$12,500.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$25,000.00	\$0.00	0 %	\$0.00	\$25,000.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$45,000.00	\$0.00	0 %	\$0.00	\$45,000.00
TOTAL	\$50,000.00	\$0.00	0 %	\$0.00	\$50,000.00

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					TOTAL
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	
Program workers	\$1,000.00				\$5,000.00
Subtotal					\$5,000.00
TOTAL FRINGE					
PERSONAL SERVICES TOTAL					\$5,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
 NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

TRAVEL - TYPE/DESCRIPTION	TOTAL
Transportation and travel for program participants	\$7,500.00
TOTAL	\$7,500.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
Equipment for anti-violence programs	\$12,500.00
TOTAL	\$12,500.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
TOTAL	



TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
Supplies		\$10,000.00
Shirts, uniforms and other pieces of clothing		\$10,000.00
Food purchases		\$5,000.00
	TOTAL	\$25,000.00

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Oneida County DA Anti-Violence Initiative

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2022

To: 03/31/2023

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes. The Oneida County District Attorney's Office is proud to partner with several local organizations and programs that operate with the intention of reducing and preventing violence in Oneida County. Funding is a consistent struggle for these organizations and programs, as they generally do not have an established consistent stream of revenue. By providing funding to these programs, the Oneida County District Attorney's Office hopes to reduce the potential for violence in the community and foster a more safe and secure environment for the citizens of Oneida County. Wilson's Cops and Kids is one such program in the community that seeks to reduce violence in the community. Wilson's Cops and Kids is a boxing program that seeks to mentor youths ages 8-18. Children and teens who attend the program are taught the fundamentals of boxing, as well as how to behave outside the boxing ring. Coordinated between boxing coaches and officers with the Utica Police Department, this program seeks to stop children and young adults in the community from turning to a life of crime and violence.

Similar to Wilson's Cops and Kids, Hoops and Dreams is a program designed to prevent children and young adults from engaging in crime and violence in the community. Hoops and Dreams invites children and teens to participate in basketball games and tournaments, which keeps them off of the streets and engaged in friendly competition. The participants are mentored by the coaches and other program volunteers, thus reducing their likelihood of engaging in violent criminal behavior.

The Study Buddy Club is another local program that is designed to prevent children and teens from engaging in violent activity. Run by For the Good, Inc. and Hamilton College, the Study Buddy Club is a tutoring and mentoring program created to assist at-risk children with their schoolwork and learn valuable life skills. This enables the program participants to stay in school and reduces the likelihood that they will engage in violence behavior later in life.

Back2School Jam Fest is a new program, with its first event taking place in August 2022. Back2School Jam Fest is a once per year basketball tournament that takes place a few weeks before the school year begins. Children and teens are invited to attend to play basketball, listen to speakers and receive free back to school supplies. The event is designed to keep children off of the street and better prepare them to enter the new school year. When given the tools to succeed at school, the children who attend Back2School Jam Fest are far less likely to engage in violent behavior.

In order to effectively operate and prevent children and teens from engaging in violent behavior, the aforementioned programs must have adequate funding in various categories. One of the most critical types of expenses is equipment. Equipment can be very expensive and is a necessary component for most anti-violence programs to operate. For example, the Wilson's Cops and Kids program is a boxing program that requires boxing equipment to function properly, such as boxing

gloves, punching bags, helmets and mouth guards. Without such equipment, the program cannot reach its goal of mentoring young men and reducing violent behavior. Approximately \$12,500 will be allocated for equipment.

Similar to the equipment category, supplies are also required for anti-violence programs to effectively operate. For example, the Back2School Jam Fest supplies children with backpacks filled with school supplies at no cost to the children. This ensures that the children have the supplies they need when they return to school and that they are set up to succeed during the school year. If the children are better prepared and more successful in school, it will drastically reduce their likelihood that they will engage in violent behavior later in life. However, purchasing the backpacks and school supplies is a very expensive endeavor, requiring thousands of dollars in funding. Approximately \$10,000 will be allocated to fund supplies.

Shirts, uniforms and other articles of clothing are also a very important element of many anti-violence programs. For example, Hoops and Dreams and the Back2School Jam Fest are both anti-violence initiatives which allow the participants to engage in friendly games of basketball. In order to hold these games, the programs must purchase uniforms for the players, as well as marked shirts for referees, staff and security officers. Approximately \$10,000 will be allocated to purchase shirts, uniforms and clothing for participants and staff of the anti-violence initiatives.

Another critical component of the previously mentioned anti-violence initiatives is travel and transportation. Typically, the participants of local anti-violence programs come from low-income households. Unfortunately, they often lack the means to travel to attend the programs. Approximately \$7,500 will be allocated to fund transportation that will bring anti-violence program participants to and from the programs.

Staffing is also a major roadblock frequently encountered by anti-violence programs. Staffing can include mentors, referees, security officers, DJ's, speakers and trainers. Without adequate staff, the anti-violence programs cannot effectively operate and achieve their mission of reducing violent behavior in the community. Approximately \$5,000 will be allocated to fund program staffing at local anti-violence initiatives.

When participants attend local anti-violence initiative programs, they are frequently provided food. This is vital, as many participants of the programs come from low-income households where food is often scarce. If participants of the programs are provided a basic necessity like food, this will reduce their likelihood of engaging in crime and other violent behavior. Approximately \$5,000 will be allocated to purchase food for anti-violence program participants.

ATTACHMENT C - WORK PLAN

DETAIL

<b>Objective</b>	
1	Support Local Anti-Violence Programs - Programs will be identified and met with to evaluate their financial needs. Once needs have been identified, the Oneida County DA's office will provide grant funding to purchase items required by the program and fund staffing to help the programs.
<b>Tasks</b>	
1.1	Identification - Identify new organizations who are doing anti-violence work in the community
<u>Performance Measures</u>	
1.1.1	i. Perform an evaluation of local programs to identify potential recipients - Number of new or existing anti-violence programs in Oneida County
<b>Tasks</b>	
1.2	Evaluation - Evaluate anti-violence programs to determine their financial needs
<u>Performance Measures</u>	
1.2.1	Meet with local anti-violence organizations (at their request) to determine - Number of meetings held with local anti-violence organizations to determine their financial needs
<b>Tasks</b>	
1.3	Fund - Fund local anti-violence programs
<u>Performance Measures</u>	
1.3.1	Purchase items or fund staff at local anti-violence programs - Explanation/description of items purchased or staffing used/hired using grant dollars toward the purpose of reducing/preventing violence







## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DCJ01-T00568GG-1090000

## **B. Progress-Based Reports**

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_. The Contractor shall submit the report not later than \_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	Due Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall determine if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcmtgrntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. Requests for payment must be accompanied by adequate supporting documentation as determined by the State Agency.

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required -- or by milestone achievements for performance based contracts -- and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@dcjs.ny.gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.



**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

February 10, 2023

FN 20 23-070

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

ECONOMIC DEVELOPMENT  
& TOURISM

WAYS & MEANS

Re: Oneida County Main Streets - Inter-Municipal Agreement with participating municipalities

Dear County Executive Picente:

I am writing to you today to request your approval of the attached Intermunicipal Agreement (IMA) with the Town of Bridgewater. This Agreement will enable the implementation of the Oneida County Main Street Program, The Town is one of the municipalities that applied and is actively participating in the program. This IMA will provide a mechanism for the Town to access capital funds to complete projects, as identified through the Main Street Planning Process.

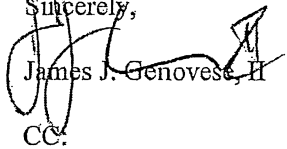
The Main Street Program has Five Million Dollars (\$5,000,000.00) available in capital funding in account H-639 to assist communities in realizing recovery and investment projects as they build back from the COVID-19 Pandemic through the Main Street Program. In March of 2022, Oneida County entered into a contract with a planning & design team to provide technical planning, architectural, and engineering design work for the Main Street Program. The output of that process is a Plan Report that the communities can use to apply for future grants and to visualize their futures. This includes a capital Project List for each municipality to implement, as funding is available.

Each municipality then can apply for a portion of the Main Street Program capital funding. Each project is eligible for up to 50% funding towards the total cost and matched with a 50% local share. The total obligation of the County for all compensation and reimbursements under this agreement shall not exceed a one-eleventh (1/11<sup>th</sup>) share of the five-million dollars available for capital investments. The County reserves the right to reallocate underutilized funds in such a manner that a municipality may receive more than or less than their proportionate share of one-eleventh of the total available for capital investments

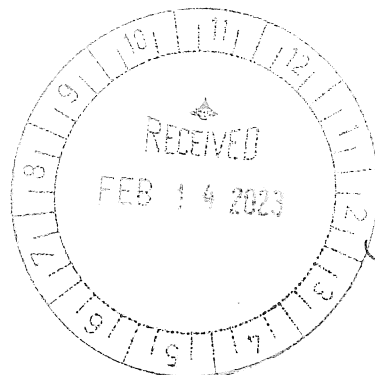
The Oneida County Main Streets Program has the goal of supporting local municipalities as a mechanism to strengthen Oneida County as a whole. The Main Streets Program is being funded with CARES Recovery Act funds to support local rebuilding post-COVID-19 Pandemic. Therefore, I am requesting that this IMA be established to deliver this program in full.

If you approve of this Agreement, I would request that you indicate so by endorsing this letter and forwarding it and the attachments to the Board of Legislators for consideration at their next scheduled meeting. Should you have any questions or concerns, Dana Crisino, Deputy Commissioner, and I would be pleased to discuss this matter with you at your convenience.

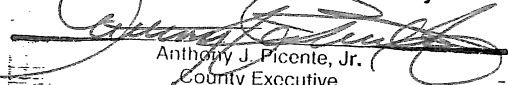
Sincerely,

  
James J. Genovese II

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 2-10-23

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** Town of Bridgewater  
404 NYS Rt. 8  
Bridgewater, NY 13313

**Title of Activity or Service:** Intermunicipal Agreement (IMA) to provide capital assistance for the Oneida County Main Streets Program

**Proposed Dates of Operations:** February 10, 2022, through December 31, 2026

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

### SUMMARY STATEMENTS

- 1) **Narrative Description of Proposed Services:** Oneida County is establishing an Intermunicipal Agreement with the Town of Bridgewater as a participant in the Main Streets Program. This will provide capital project funding to complete projects, as identified through the Main Street Planning Process.
  
- 2) **Program/Service Objectives and Outcomes:** The Main Street Program has \$5M available in capital funds to assist communities in realizing recovery and investment projects. All projects have been identified in a Planning Process that will produce a Plan Report and Project List for each municipality. Municipalities are required to provide 50% share of the project cost for any project completed. The Oneida County Main Streets Program has the goal of supporting local municipalities as a mechanism to strengthen Oneida County as a whole. The principle objectives include providing support for local downtown development to aid recovery of the local economy and assist in the redesign of local main streets to be equitable, safe, and accessible for users of all abilities utilizing all modes of travel. The Main Streets Program is being funded through the CARES Recovery Act funds to support local rebuilding post-Covid-19 Pandemic.
  
- 3) **Program Design and Staffing Level:** The program is a reimbursement program and is administered by the Planning Department.

**Total Funding Requested:** Account: H639, \$5M capital funding

**Oneida County Funding Recommendation:**

**Proposed Funding Source (Federal \$ /State \$ /County \$):** 50% local share provided by municipalities for each project completed.

**Cost Per Client Served:** N/A

**Past Performance Served:** N/A

**O.C. Department Staff Comments:**

MAIN STREET PROGRAM GRANT AGREEMENT BETWEEN  
ONEIDA COUNTY  
AND  
THE TOWN OF BRIDGEWATER

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Ave., Utica, New York (hereinafter the "County"), and the Town of Bridgewater, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 404 State Rte. 8, Bridgewater, New York (hereinafter the "Grantee").

WHEREAS, on July 28, 2021, County Executive Anthony J. Picente Jr. announced the launch of the Oneida County Main Street Program, a grant program, to provide support to local municipal downtown development projects, assist in the safe and efficient redesign of main streets, and promote investment and business growth; and

WHEREAS, the County has authorized five-million dollars in capital funds to be utilized for municipalities within Oneida County to plan and implement complete street and safety projects under the program designated as the Oneida County Main Street Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee was one of eleven municipalities that applied to and is participating in the Grant Program; and

WHEREAS, it is the County's intention that the available capital funds will be distributed equally among the participating municipalities; and

WHEREAS, the Grantee through the Grant Program planning process identified projects within the Town of Bridgewater for funding through the Grant Program; and

WHEREAS, the Grantee's application has been reviewed and 10 of the proposed projects have been approved (collectively, the "Projects," individually, the "Project"), and the County has determined that the Grantee should receive such Main Street assistance (said Projects are attached hereto as Exhibits 1 Project List and 2 Project Map, respectively); and

WHEREAS, the County has accepted the estimate of the cost to complete each Project; and

WHEREAS, the Grantee acknowledges the total amount of County funds available for the Grant Program is Five-million Dollars, that the Grant Program funds shall be allocated to multiple projects throughout eleven municipalities in the County and that the County contribution to any one Project shall not exceed fifty percent (50%) of the total cost to complete each Project; and

WHEREAS, the Grantee represents that it is duly qualified and willing to complete the Projects.

NOW, THEREFORE, it is agreed between the County and the Grantee as follows:

1. A. It is within the discretion of the Grantee to determine which Projects to proceed with. This Agreement does not obligate the Grantee to complete all or any of the Projects. However, in order to receive the Grant from the County for any Project, the Grantee must complete the Project.

B. Completion of the Projects shall include the following:

- i. The Grantee shall provide notice of intent to complete a Project to the County's authorized representative, prior to commencing work.
- ii. The Grantee shall complete the Projects as specified in the Grantee's application for the Grant. Once this Agreement is signed, the Grantee will not be allowed to make changes to the Projects without the prior written approval of the County.
- iii. The Grantee shall be responsible for the administration, supervision, management, and Project oversight that may be required for the work performed under this Grant.
- iv. The Grantee shall comply with all federal, state, and local laws and regulations and will obtain any site-specific permits required.
- v. The Grantee will procure any easements from any private property owners necessary to complete the Projects.
- vi. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as part of Grantee's application for payment.
- vii. The Grantee shall arrange for a tour of the Project area with County officials within forty-five days (45) days of completion of the project.
- viii. The Grantee agrees to acknowledge the County's financial support for the Projects. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

"This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation made by the Oneida County Board of Legislators, upon a request of the Oneida County Executive, Anthony J. Picente, Jr. "Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

C. Upon the completion of each Project, the Grantee shall submit an application for payment to the County setting forth the work performed, and the amounts expended on the Project by the Grantee. Such amounts shall include actual expenditures by the Grantee and may include in-kind services performed by the Grantee (Credit for in-kind services by the Grantee require that proper documentation of the in-kind services is provided to and approved by the County. Intent to use in-kind services must be declared at the time of



application for a Project and must have been approved by the County prior to the approval of the Project). Application for payment must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth below, whichever occurs first. Applications for payment received after that date will not be eligible for reimbursement. The County's authorized representative has final approval authority for acceptance of the Grantee's payment application. The County shall determine whether the expenditures submitted in the payment application are consistent with the Project application and are eligible for reimbursement under this Grant. The County will verify the total amount expended by the Grantee on each Project. The verification of the amount expended shall be used by the County to calculate the Grant payment to be made by the County to the Grantee for each Project. No Grant payment shall be made to the Grantee by the County in excess of fifty percent (50%) of the total amount expended on any one Project with the total amount of grant funds to be awarded to the Grantee not to exceed one-eleventh of the Five-million Dollars allocated to the Program, unless excess grant funds are available pursuant to sub-paragraph D below. The Grantee shall not receive credit for work found by the County, in its sole discretion, to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation. Upon the review and confirmation of the payment application, the County shall remit to the Grantee that amount of the Grant verified by the County in the review of the Grantee's payment application.

D. In the event any Project is not completed or is completed for less than the cost projected by the Grantee, the County shall retain or adjust the amount of the Grant, as the circumstances dictate. The County may in its sole discretion reallocate such unused or underutilized Grant funds to other Projects of the Grantee or to other municipal projects in the Grant Program.

2. TERMINATION. This Agreement may be terminated upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project.
3. NOTICE. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals at such addresses as shall have been last furnished in writing by one party to the other.

The County's authorized representative for the purpose of administration of this Grant Program is:

Dana R. Crisino, AICP  
Deputy Commissioner  
Oneida County Planning Department  
321 Main Street, Union Station  
Utica, NY 13501  
Phone (315) 798-5710  
Fax (315) 798-5852

The Grantee's authorized representative for the Grant Program is:

Destinee Davis  
Town Clerk  
Town of Bridgewater  
404 State Route 8  
Bridgewater, NY 13313  
Phone: 315.822.6808  
Fax: 315.899.2075

4. ACCOUNTING AND AUDIT. The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of each Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after the completion of the Project. The County or its representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.
5. INDEMNIFICATION. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with this Agreement.

6. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to doing business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
  2. Workers' Compensation and Employer's Liability
    - a. Statutory limits apply.
  3. Automobile Liability
    - a. Business auto liability with limits of at least \$1,000,000 for each accident.
    - b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
    - c. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
  4. Commercial Umbrella
    - a. Umbrella limits must be not less than \$1,000,000 for each occurrence and \$3,000,000 annual aggregate.
    - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
    - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior to written notice has been given to the County.
7. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
8. TERM.
- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by both parties and shall remain in effect retroactively from February 10, 2022, until December 31, 2026, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties.
9. ASSIGNMENT. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.
10. EXECUTORY NATURE OF AGREEMENT. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through an act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding becomes unavailable, the County shall be under no obligation to make any payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.
11. ENTIRE AGREEMENT:
- A. The terms of this Agreement, including any attachments, amendments, addendums, or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings, or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read,

understood, and agree to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).

- B. No waiver, alterations, or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**Oneida County Executive**

TOWN OF BRIDGEWATER

By:   
\_\_\_\_\_  
**DALE DEKING**  
**Supervisor**

**Approved**

\_\_\_\_\_  
Peter M. Rayhill  
Oneida County Attorney

# Exhibit 1

# Oneida County Main Street Program - Project List for Town of Bridgewater

ID#	Project Name	Project Type	Project Description	Location	Total Project Cost (est.)
1	Main Street Report	Planning & Design	Final plan document	Town of Bridgewater	\$19,250
2	Pedestrian and safety improvements <sup>2</sup> & 4	Pedestrian Enhancements; Traffic Safety	Upgrade crosswalks for safety and accessibility Crosswalk with pedestrian signage and pedestrian hybrid beacon (PHB), "HAWK" and extension of sidewalk network west from US 20 & NYS 8 intersection	US 20/NYS 8 intersection, NYS 8 to Town Park entrance, NYS 8 (Mill St & Cottage Lane), US 20 (Mill St), Mapledale Road	\$34,100
3	Safe pedestrian access and crossing on US 20 <sup>2</sup> & 4	Pedestrian Enhancements; Traffic Safety		US 20 at Dollar General to the US 20 & NYS 8 intersection, crosswalk to Angella Dr	\$888,800
4	Western Star park <sup>2</sup>	Placemaking; Greenspace & Landscaping	Construct park at location of Town Christmas tree	Western Star Lodge, southeast corner of US 20/NYS 8	\$256,300
5	Trail system at Town Park <sup>2</sup>	Pedestrian Enhancements	Creation of a trail system at the Town Park	Town Park	\$242,000
6	Wayfinding signage <sup>2</sup>	Signage; Business Accommodations	Develop a uniform wayfinding signage plan for the community	Project area	\$19,800
7	Street tree program <sup>2</sup>	Greenspace & Landscaping	Installation of street trees	Project area	\$486,200
8	Streetscape program <sup>2</sup>	Placemaking; Business Accommodations	Installation of planters and streetscape amenities in the downtown core	Project area	\$105,600
9	Rail/Trail development <sup>3</sup>	Pedestrian Enhancements	Installation of rail/trail (does not include site acquisition) Install Level 2 EV charging station (dual port bollard unit); includes connection to electric infrastructure, 5-year warranty/maintenance plan, and cloud network connectivity	Adjacent to the Bridgewater Historical Society; along rail bed from Town Park to historic train depot	\$306,900
10	Level 2 EV charging station	Business Accommodations		Project Area	\$36,500
<b>Total cost of projects:</b>					<b>\$2,395,450</b>

Notes:

- \* All cost estimates shown include a 10% contingency.
- <sup>1</sup> These estimated items represent a reasonable opinion of cost based on a combination of NYSDOT pay items, RS Means pricing, and past and recent contractor bids. We assume future bids for these projects will fluctuate according to market conditions at the time of bidding, level of detail used in the preparation of the design documentation and specifications, final material selection, the bidding environment, and other variables. These preliminary estimates of probable construction costs are expected to fall within a range of bids from multiple competitive bid submissions from multiple qualified Capital Project
- <sup>2</sup> Long-term Project
- <sup>3</sup> NYSDOT approval and coordination required

## **Exhibit 2**



## Project Map Key:

### SPECIFIC SITE IMPROVEMENTS

- 2 Pedestrian and safety improvements
- 3 Safe pedestrian access and crossing on US 20
- 4 Western Star park
- 5 Trail system at Town Park
- 9 Rail/Trail development

### PROJECT AREA IMPROVEMENTS

- 1 Main Street Report
- 6 Wayfinding signage
- 7 Street tree program
- 8 Streetscape program
- 10 Level 2 EV charging station



# ONEIDA COUNTY

## Main Street Program

### Project Map

TOWN OF BRIDGEWATER

## 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).

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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 BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045*

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February 14, 2023

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

WAYS & MEANS

Honorable Members:

The passing of Harry Hertline has created an opening on the Oneida-Herkimer Solid Waste Management Authority Board of Directors. Pursuant to Section 2049-cc, Title 13-FF, of the Public Authority Law, I hereby recommend Steven Boucher to the Oneida-Herkimer Solid Waste Management Authority Board, for the remainder of Mr. Hertline's term, which expires December 31, 2026.

I hereby refer this matter to the Ways and Means Committee and request that it be considered by the full Board at the meeting of March 8, 2023.

Respectfully submitted,

Gerald J. Fiorini  
Chairman of the Board

cc: William A. Rabbia, Executive Director, OHSWA



# ONEIDA COUNTY BOARD OF LEGISLATORS

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*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501  
Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045*

February 14, 2023

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gerald J. Fiorini".

Gerald J. Fiorini  
Chairman of the Board

cc: William A. Rabbia, Executive Director, OHSWA